

**CLASS SETTLEMENT AND RELEASE AGREEMENT**

This Class Settlement and Release Agreement<sup>1</sup> (“Agreement”) is entered into by Plaintiffs Blake Chapman, Ricky Stephens, Gary Thurmond, Jr., Carolyn Thurmond, Hortensia Martinez, Charles Garrett, and Roel Garcia, individually and on behalf of all others similarly situated (“Plaintiffs” or “Representative Plaintiffs”), as set forth in the three lawsuits currently pending in the United States District Court for the Southern District of Texas, identified as *Chapman, et al. v. voestalpine Texas, LLC, et al.*, No. 2:17-cv-174 (S.D. Tex.) (“*Chapman Matter*”), *Thurmond, et al. v. voestalpine Texas, LLC, et al.*, No. 2:19-cv-00034 (S.D. Tex.) (“*Thurmond Matter*”), and *Abben, et al. v. voestalpine Texas, LLC, et al.*, No. 2:19-cv-00032 (S.D. Tex.) (“*Abben Matter*”), acting by and through Class Counsel, and Defendants voestalpine US Holding LLC f/k/a voestalpine Texas Holding LLC,<sup>2</sup> voestalpine Texas Holding LLC and voestalpine Texas LLC (collectively “Defendants”) (together, the “Parties”).

**RECITALS**

WHEREAS, the Parties intend that this Agreement resolve the three causes currently pending as *Chapman, et al. v. voestalpine Texas, LLC, et al.*, No. 2:17-cv-174 (S.D. Tex.) (“*Chapman Matter*”), *Thurmond, et al. v. voestalpine Texas, LLC, et al.*, No. 2:19-cv-00034 (S.D. Tex.) (“*Thurmond Matter*”), and *Abben, et al. v. voestalpine Texas, LLC, et al.*, No. 2:19-cv-00032 (S.D. Tex.) (“*Abben Matter*”).

WHEREAS, upon execution of this Agreement, Plaintiffs will move for the *Chapman Matter*, the *Thurmond Matter*, and the *Abben Matter* to be consolidated under one cause number in the *Chapman Matter*, for settlement purposes only, and a Fifth Amended Complaint will be filed in that

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<sup>1</sup> Unless defined elsewhere in this Agreement, capitalized terms have the meaning specified in Section 1.

<sup>2</sup> In August 2021, the entity formerly known as voestalpine Texas Holding LLC changed its name to voestalpine US Holding LLC. A new entity was then created using the voestalpine Texas Holding LLC name. After the execution of this Agreement, and the consolidation of the *Chapman Matter*, the *Thurmond Matter*, and the *Abben Matter*, Plaintiffs’ will file an amended complaint officially noting the name change and naming the newly formed voestalpine Texas Holding LLC as a Defendant. For clarity, the newly formed voestalpine Texas Holding LLC is referred to as one of the Defendants herein, although it will not be formally named until the filing of the amended complaint.

Consolidated Action that aligns the plead facts and legal claims within the provisions of this Agreement.

WHEREAS, Plaintiffs Reside or have Resided in the Class Areas during the Class Period;

WHEREAS, Plaintiffs have asserted claims for damages and injunctive relief against Defendants in the above identified Actions individually on their own behalf and on behalf of similarly situated Class Members pursuant to Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, Plaintiffs allege in substance that Dust from Defendants' Facility has migrated onto their Real Property and/or Personal Property on account of Defendants' intentional, negligent and/or grossly negligent conduct and which constitutes an actionable trespass;

WHEREAS, Plaintiffs also contend that the migration of Dust from Defendants' Facility constitutes a temporary or permanent nuisance condition that began in or about August 2016 and has continued, on an ongoing basis, through the present, and is expected to continue into the future;

WHEREAS, Plaintiffs recognize and acknowledge that conditions have improved as a result of Remedial Measures taken by Defendants, but have not fully abated;

WHEREAS, Plaintiffs contend, on behalf of themselves and the Class Members, that they have suffered damage to Real Property and/or Personal Property due to Defendants' intentional, negligent and/or grossly negligent conduct, trespass and/or temporary or permanent nuisance conditions;

WHEREAS, Defendants have denied and continue to deny Plaintiffs' and Class Members' allegations in the Actions seeking damages or injunctive relief, or of any wrongdoing with regard to the siting, design, construction, and operation of the Facility, and specifically deny and dispute the scientific, factual, legal, and other bases asserted in support of Plaintiffs' claims for damages or injunctive relief;

WHEREAS, Defendants have denied and continue to deny Plaintiffs' and Class Members' allegations that Defendants have caused and are continuing to cause a trespass and temporary or permanent nuisance.

WHEREAS, after carefully considering the facts and applicable law, and the risks and uncertainty of continued litigation, and as a result of having engaged in extensive negotiations, including mediations, the Parties desire to settle the claims in the Actions on the terms and conditions stated herein, which the Representative Plaintiffs and Class Counsel believe are fair, reasonable adequate, and beneficial to and in the best interests of the Class Members;

WHEREAS, the Parties agree that by entering into this Settlement, no Defendant is admitting any liability, fault, or violation of the law, but that Defendants deny all allegations and claims asserted against them; and

WHEREAS, in consideration of the promises and the mutual covenants hereinafter set forth, the Parties, acting by and through their counsel of record, have entered into this Agreement to settle and resolve all of the claims of the Plaintiffs and Class Members that have been or could have been made in the Actions, including claims that the alleged conditions involving Dust that they have described are ongoing and are expected to continue, against the Released Parties, which shall be resolved and dismissed with prejudice in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, IT IS HEREBY AGREED by the Parties, subject to Court approval, as follows:

**I.  
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**“Actions”** means the *Chapman* Matter, the *Thurmond* Matter, and the *Abben* Matter, pending in the United States District Court for the Southern District of Texas, Corpus Christi Division, the Honorable Nelva Gonzales Ramos presiding. To the extent applicable, each individual matter described above is referred to as an “Action.”

**“Agreement”** or **“Settlement Agreement”** means this Class Settlement and Release Agreement, including all Exhibits attached hereto.

**“Claim Form”** means the document attached as Exhibit C to this Agreement that each Class Member must execute and return to participate in the Settlement Fund.

**“Claim Form Database”** means the electronic database compiled by the Claims Administrator that organizes the Claim Forms received from the Participating Class Members according to zone and Residential Unit.

**“Claims Administration”** means the work of (a) preparing a Property Identification Plan; (b) providing information about this Agreement to the Class Members, including, without limitation, mailing the Class Notice and Claim Forms required under the terms of this Agreement or any court order, and responding to any inquiries from Class Members; (c) receiving Claim Forms from Participating Class Members and creating and maintaining a Claim Form Database; (d) establishing, managing, reporting on, receiving the Total Cash Settlement Amount and other funds into, and paying the Total Cash Settlement Amount and other funds out of, an appropriate Qualified Settlement Fund, which will be created and will be exclusively dedicated to holding funds paid by Defendants under this Agreement that does not commingle funds from other sources; and (e) disbursing the Total Cash Settlement Amount from the Qualified Settlement Fund in the manner set forth in this Agreement and pursuant to the Claims Program and the Settlement Distribution prepared by the Special Master.

**“Class Area”** means the geographic area within San Patricio County, TX, largely within the City of Portland and the City of Gregory as depicted and delineated in the map attached as Exhibit D

to this Agreement. The Class Area is subdivided into seven (7) Weighted Class Zones, also clearly delineated in the map attached as Exhibit D to this Agreement.

**“Claims Administrator”** means the firm Postlethwaite & Netterville of Baton Rouge, Louisiana, mutually selected by the Parties and retained by the Special Master to conduct Claims Administration, including development of the Property Identification Plan.

**“Claims Program”** means the program as approved by the Court to create the Settlement Distribution to distribute a Settlement Sum to Participating Class Members as described in Part IV herein. Such program shall be prepared by the Special Master, in consultation with the Claims Administrator.

**“Class Counsel”** means ANDERSON ALEXANDER, PLLC; LILES WHITE, PLLC; and FRAZER PC.

**“Class Members”** means all Persons who Reside in the Class Area as of the date the Court enters the Preliminary Approval Order, or who formerly Resided within the Class Area for a period of at least one (1) month during the Class Period, and had a legal right to occupy the Residence, through property ownership or residential lease agreement.

**“Class Notice”** means the notice documents to be provided to the Class Members advising them of this Settlement Agreement and providing the information required by Federal Rule of Civil Procedure 23(e). The Short Form Notice and Long Form Notice are attached as Exhibits A and B, respectively, to this Agreement. The Short Form Notice will be sent to each Class Member via First Class Mail and the Long Form Notice will be available to the Class Members through the settlement website, in accordance with Federal Rule of Civil Procedure 23(b)(3), (e), and the Notice Plan.

**“Class Period”** means the time that is between August 1, 2016 (the day Defendants began Operations) and the date the Court enters its Preliminary Approval Order.

**“Consolidated Action”** means the remaining action after the Parties move to consolidate the *Chapman* Matter, the *Thurmond* Matter, and the *Abben* Matter for settlement purposes, consistent with the terms of this Agreement.

**“Court”** means the United States District Court for the Southern District of Texas, Corpus Christi Division, the Honorable Nelva Gonzales Ramos, presiding.

**“Dust”** means all dust, as commonly understood, and particulate matter, as that term is defined under the Clean Air Act, 42 U.S.C § 7401, *et seq.*, and regulations promulgated by the United States Environmental Protection Agency (EPA) relating thereto and found at 40 CFR § 58.1 (including particles referred to as PM 10, PM 2.5 and TSP), and the Texas Clean Air Act, Tex. Health and Safety Code § 382.002 *et seq.*, and regulations promulgated by the Texas Commission on Environmental Quality (TCEQ) (including particles referred to as PM 10, PM 2.5 and TSP) found at 30 TAC Chapter 111, Subchapter A, relating in any manner to the activities and operations conducted or which occur or have occurred at the Facility, including dust or particulate matter relating to loading or unloading of shipments at the Facility, via water-borne vessels, barges, trucks or rail, as well as the transportation, handling, movement or conveyance of materials within the Facility (including the Facility’s dock and any vessels moored thereto), and including the generation or emission of dust or particulate matter from the manufacturing process at the Facility, or emanating or escaping from the Facility. Dust shall include, but not be limited to, dust, or particulate matter of any kind or nature, relating to the receipt, storage, handling, movement, screening, shipment, processing or manufacturing of (i) iron oxide pellets, nuggets, lump ore and/or iron oxide fines (ii) Hot Briquetted Iron (HBI), (iii) HBI fines and/or HBI chips, (iv) iron oxide sludges and/or HBI sludges, (v) cold briquetted iron and/or (vi) Remet (partially processed iron oxide materials), emanating or escaping from the Facility, whether in the form of fugitive dust emissions or emissions from any stack, emission point, pile, or area source identified in any air emission permit issued by the EPA or the TCEQ, relating to the Facility, and whether or

not such emissions are in compliance with any such air emission permit, or are specifically identified in any permit application for an air emission permit submitted to EPA or to TCEQ relating to the Facility. This definition does not include dust related to transportation of the product once the product leaves the Facility.

**“Effective Date”** means the date on which the time for any appeals of the Court’s Final Approval Order has expired, with no appeal filed. In the case that any appeal is filed, the date on which all appeals are finally dismissed or decided in affirming the Agreement, without modification, if there are any timely objections filed. If there are no timely objections filed, then the Effective Date is the date the Court enters a Final Approval Order.

**“Facility”** means the Direct Reduced Iron (“DRI”)/Hot Briquette Iron (“HBI”) production plant owned and/or operated by the Defendants located near the La Quinta Ship Channel (the “Ship Channel”) at 2800 Kay Bailey Hutchison Road, Portland, Texas, and depicted on a map attached as Exhibit D. The Facility includes all property leased, operated and/or controlled by the Defendants whether coextensive or not.

**“Fairness Hearing”** means the hearing at which the Court will consider whether to give final approval to this Agreement; approve, modify, or deny a petition for an award of attorneys’ fees and expenses; enter the Final Approval Order; and make such other final rulings as are contemplated by this Agreement.

**“Final Approval Order”** means the Court’s entry of the final order approving this Agreement following the Fairness Hearing in substantially the form attached hereto as Exhibit F.

**“Long Form Notice”** means Exhibit B, which will be published on the settlement website established by the Claims Administrator.

**“Net Settlement Amount”** means the portion of the Total Cash Settlement Amount after deductions for court-approved attorneys’ fees and costs, any service awards for one or more Plaintiffs, and the Reserve Fund.

**“Newspaper Notice”** means the advertisement to be posted in the local newspaper(s) advising of this Settlement and providing information on how a Class Member can obtain a Notice Packet, in substantially the same form as the Short Form Notice attached hereto as Exhibit A.

**“Notice Packet”** means the Short Form Notice, along with a Claim Form, and a pre-paid return envelope that will be mailed to the Class Members pursuant to preliminary Court-approval of this Agreement.

**“Notice Period”** means the 60-day period, beginning on the Notice Issuance Date, during which the Class Members may return their Claim Forms to become Participating Plaintiffs, opt out of the settlement, or object to the settlement.

**“Notice Issuance Date”** means the date not more than forty-five (45) days after the Court grants the Parties’ Preliminary Approval Order by which the Notice Packets must be mailed to the Class Members, and the date by which the initial Newspaper Notice must be posted in a local newspaper with distribution in Portland, Texas; Gregory, Texas; and Corpus Christi, Texas.

**“Notice Plan”** means the plan as contained in this Agreement (and set forth in Exhibit I) and approved and ordered by the Court, that describes the method(s) by which notice is to be provided to Class Members. Such Notice Plan is expected to include a Notice Packet which would be sent to all identifiable Class Members by First Class Mail to the physical address of the Residences and record property owners within the Class Area, as identified by the Claims Administrator. The Notice Plan is also expected to include the posting of a Newspaper Notice and the creation of a website containing relevant settlement data and documents.



**“Participating Class Members”** means those Settlement Class Members who timely return a Claim Form and are entitled to receive their Settlement Sum as set forth in this Agreement.

**“Person”** means a natural person.

**“Personal Property”** means any and all property (excepting Real Property) of any kind or nature, including without limitation, Vehicles, indoor or outdoor furnishing, fixtures, appliances, decorations or possessions, which are or which can be or which will be subjected to the alleged migration of Dust from the Facility by one or more Releasing Parties to a Residence in the Class Area, as alleged in the Consolidated Action.

**“Personal Signature”** means the actual signature by the person whose signature is required on the document. Unless otherwise specified in this Agreement, a document requiring a Personal Signature may be submitted by an actual original “wet ink” signature on hard copy, or a PDF or other electronic image of an actual signature provided under authorization of the person required to sign.

**“Preliminary Approval Order”** means the Court’s order preliminarily approving this agreement pursuant to Federal Rule of Civil Procedure 23, where such approval is in substantially the same form as the Proposed Preliminary Approval Order, attached as Exhibit E hereto, or as otherwise agreed upon by the Parties.

**“Proof of Residence”** means one or more documents intending to demonstrate that a Class Member resides and/or resided at a Residential Unit during the Class Period. Such documentation can take the form of a lease agreement identifying the property address at issues and including the lease term; or a letter from the landlord or leasing agent acknowledging the address and dates of occupancy and identifying the Class Member as the tenant or an individual with a right to reside at the Residence; or a utility bill showing the name of the Class Member, the address of the Residence and the date; or a driver’s license or state identification card issued by the State of Texas and showing the

name of the Class Member and address of the Residence; or other such documentation that may be accepted by the Special Master at his discretion.

**“Property Identification Plan”** means the efforts undertaken by the Claims Administrator to (i) identify the physical addresses of all Residences in the Class Area, including the physical addresses for Apartment Residents; (ii) to attempt locate the addresses for Persons who own the Residences, if they do not reside at the Residence; and (iii) to attempt locate individuals who previously resided at and/or owned a Residence within the Class Area during the Class Period. The proposed scope of the Property Plan is hereby attached as Exhibit G.

**“Real Property”** means improved real estate containing one or more structures constructed for and intended for dwelling by Persons, and which is subject to local real estate property taxes by a local taxing authority. Real Property shall also include the structure and all appertences thereto, including without limitation, attached or detached garages and out-buildings, patios, decks, walkways, fences, as well as any attached fixtures, and other things that are affixed to the land or the structure.

**“Released Claims”** means any and all claims, demands, actions, causes of action, whether individual actions and/or class actions, seeking damages or relief of any nature or kind, past, present and future, including those that that have occurred, that currently exist, that are of a continuing and ongoing nature, and/or which may arise in the future, including but not limited to claims for compensatory damages, punitive or exemplary damages, costs, pre-judgment interest, post-judgment interest, attorney fees, damages, obligations, liabilities, appeals, reimbursements, replacement costs, expenses, liens, interest, penalties or fines, and including claims which were asserted or which could have been asserted in the Consolidated Action, and/or in any Action, based on the facts alleged in the Consolidated Action, and/or any Action, accrued or not yet accrued, legal or equitable, under any theory, at law or equity, including specifically, but not limited to all claims of past or present nuisance, continuing nuisance, permanent and/or temporary nuisance, and/or trespass, and/or other claims of

fault, including negligence, gross negligence, ultra-hazardous liability, strict liability, vicarious liability, related to Dust (but excluding claims for personal injury); as well as, claims based on environmental laws and/or regulations, including the federal Clean Air Act, and all other federal, state, county, city or local statutes, rules, regulations and ordinance of every kind and nature, seeking relief based on facts or events that have occurred, and/or that currently exist, and/or that are of a continuing and ongoing nature, and/or which may arise in the future, related to Dust; as well as, claims related to Dust arising out of, caused or contributed by or relating to the siting, construction, existence of or operation of the Facility from the time of construction and from the start-up of the Facility, whether before, on, or after the Effective Date of this Agreement and continuing hereafter; and as well as, any injunctive relief seeking protection from or to prevent, reduce, mitigate or eliminate, Dust; all of which claims and causes of action Releasing Parties expressly waive and relinquish to the fullest extent permitted by law. Such Released Claims specifically include, but are not limited to, claims seeking or asserting:

1. Damages, past, present and/or future for damage or injury to Personal Property of any kind or nature, including cleaning, repair, replacement or restoration costs or expenses;
2. Damages, past, present and/or future for damage or injury to Real Property, including cleaning, repair, replacement or restoration costs or expenses;
3. Damages, past, present and/or future for damage or injury to Vehicles, including cleaning, repair, replacement or restoration costs or expenses;
4. Damages, past, present and/or future for loss of use and enjoyment of Real Property or Personal Property;
5. Damages, past, present and/or future for inconvenience;
6. Damages, past, present and/or future for emotional distress, or fear or fright;
7. Damages, past, present and/or future for diminution of value of Real Property or Personal Property, or for “stigma” damages;

8. Damages, past, present and/or future for temporary or permanent nuisance, private nuisance or inconvenience, negligence, negligence per se, trespass, or gross negligence, including of a continuing nature;
9. Exemplary or punitive damages;
10. Equitable or injunctive relief;
11. Damages, past, present and/or future for business interruption loss, loss of business opportunity, loss or profits, loss of rents, loss of income and/or other economic loss relating to any commercial conduct performed at or relating to a Residence within the Class Area (including but not limited to commercial conduct while working from the Residence during the COVID-19 pandemic);
12. Expenses for investigation, engineering services, cleanup, restoration, response or removal actions, or remediation with respect to Personal Property or Real Property, or for Vehicles;
13. Any private attorney general enforcement actions or “citizen suits” and/or any other private cause of action under any federal and/or state statute, pending or threatened, past, present and/or future, with respect to Dust, including but not limited to claims for damages, penalties, fines, injunctive or equitable relief, investigation, remediation, monitoring, testing, cleanup, remedial action, removal actions, remedial costs and/or restoration;
14. Violation of any federal, state or local statute, law, ordinance, order or regulation.

It is expressly understood that Released Claims include claims related to Dust that have not yet occurred but which may arise in the future, **provided, however**, that Released Claims do not include, and that nothing herein shall bar, any claims for relief based solely on the incremental emissions or releases of Dust from future Facility operations that exceed 100 percent of the currently permitted maximum annual production capacity (as referenced in the air emission permits NSR Permit No. 108113 and PSDTX1344M1 issued by the Texas Commission on Environmental Quality to voestalpine Texas, LLC, and applications related thereto); and, **further provided**, that Released Claims do not include, and that nothing herein shall bar any claims for relief based solely on a future catastrophic release from the Facility (i.e., an unexpected, accidental incident resulting in releases of Dust atypical in nature and dramatically greater in amount than those historically associated with

regular plant operations), which causes substantial real or personal property damages that are significant and measurable to a Plaintiff or Class Member seeking such relief.

**“Released Parties”** means the Defendants voestalpine US Holding LLC f/k/a voestalpine Texas Holdings LLC, voestalpine Texas Holdings LLC, and voestalpine Texas LLC, and each of their past, present and future members, officers, directors, shareholders, employees, joint venturers, managers, representatives, adjusters, attorneys, agents, consultants, insurers, excess insurers, reinsurers, indemnitors, contractors, affiliates, divisions, partnerships, independent contractors, parents, subsidiaries, related entities, predecessors, successors, assigns, and including but not limited to, successors or predecessors by merger, and any other person or entity acting on their behalf or who has, had or could have any legal responsibility relating to the Released Claims.

**“Releasing Parties”** means the Representative Plaintiffs, the Settlement Class Members, and their respective past, present or future agents, servants, representatives, successors, heirs, assigns, agents, attorneys, trustees, executors, insurers, including any Person or entity who or that is entitled to assert any claim on behalf of them, and/or any Person or entity who or which derives or obtains any right or claim by, from or through any of them, including but not limited to subrogation claims.

**“Remedial Measures”** means those past, present, and future improvements, modifications, and procedures that Defendants have taken, are taking, and/or will continue to take to minimize, mitigate or eliminate the migration of Dust from the Facility offsite, including to the Class Area. The Remedial Measures are reflected on Exhibit H hereto. The Remedial Measures are valued at \$50,740,967.00 through June 30, 2021, and are estimated to include an additional \$20,847,069 through December 31, 2023.

**“Representative Plaintiffs”** means the named plaintiffs in the Consolidated Action, after amendment, and who will be: Blake Chapman, Ricky Stephens, Gary Thurmond, Jr., Carolyn

Thurmond, Hortensia Martinez, Charles Garrett, and Roel Garcia. Representative Plaintiffs may also be referred to as “Plaintiffs.”

**“Reserve Fund”** means the amount of money that will be held in reserve, to be used at the Special Master’s discretion, to resolve any disputes regarding Class Members, including but not limited to disputes relating to the Notice Packet, any responses thereto, including timeliness and/or sufficiency of responses, the Settlement Sums to be awarded to Participating Class Members, or other disputes relating to this Settlement. The Reserve Fund will be an amount to be determined by the Special Master, at his sole discretion, to be deducted from the Total Cash Settlement Amount and held in the Qualified Settlement Fund that is created from the Settlement Fund. The Special Master may add to the Reserve Fund the amount of any Settlement Checks voided under this agreement. Any amounts remaining in the Reserve Fund shall be distributed in accordance with the discretion of the Special Master as set forth herein at Section 4.3.

**“Reside”** means to occupy and/or own a Residence as a rightful property owner, or under a valid residential lease agreement, or as an authorized domiciled occupant for a period of at least one (1) month. Reside shall not include any commercial or business occupant or occupancy.

**“Residence”** means a structure intended for residential use within the geographically defined Class Area, occupied by one or more Class Members with a legal right to do so through Real Property ownership and/ or residential lease agreement for a period of at least one (1) month, or longer, during the Class Period. A Residence includes single-family homes as well as apartments and multi-family dwellings. A Residence does not include Real Property that is zoned for commercial use only or which is primarily used for commercial purposes.

**“Resident”** means a Person who Resides in or owns real property in the Class Area during the Class Period.

**“Residential Unit”** means each individual Residence for which a Claim Form is returned by a Participating Class Member

**“Residential Unit Value”** means the maximum amount a Residential Unit is entitled recover under the Settlement based on the Weighted Zone Value assigned by the Special Master.

**“Service Award”** means the amount paid to one or more Plaintiffs from the Total Cash Settlement Amount as compensation for services provided.

**“Settlement”** means the class settlement to be consummated under this Agreement pursuant to the Final Approval Order as described herein, including Court’s Order certifying a class for settlement purposes.

**“Settlement Administration Expenses”** means those expenses reasonably incurred and/or fees reasonably earned by the Claims Administrator and Special Master (including members of his law firm, Perry, Balhoff, Mengis & Burns, LLC, to whom he may delegate tasks) in the effectuation of this Agreement, and as described in Section 4.6, herein.

**“Settlement Class”** or **“Settlement Class Members”** means those individuals who fall within the definition of a Class Member and who do not properly opt out of the Class.

**“Settlement Distribution”** or **“Settlement Distribution Plan”** means the plan for allocation of the Net Settlement Amount prepared by the Special Master setting the Settlement Sum for each Participating Class Member.

**“Settlement Fund”** means the account, established by the Claims Administrator under this Agreement, for purposes of receiving the Total Cash Settlement Amount for the Settlement Distribution. Such account shall be established and maintained as a “Qualified Settlement Fund” (QSF) in accordance with and within the meaning of Treas. Reg. § 1.468B-1, et seq., and all regulations or rulings thereunder. The Claims Administrator shall be the administrator of the Settlement Fund and shall be responsible for the timely and proper performance of the undertakings set forth in the

applicable regulations for maintaining the Settlement Fund as a QSF, including but not limited to the filing of tax returns and the withholding of and payment of any taxes or associated penalties, interest or additions.

**“Settlement Sum”** or **“Individual Settlement Sum”** means the amount each respective Participating Class Member will receive according to the terms of this Agreement and as determined by the Special Master pursuant to the Claims Plan.

**“Short Form Notice”** means Exhibit A, and which will be included as part of the Notice Packet.

**“Special Master”** means Dan Balhoff. (including members or representatives of his firm, Perry, Balhoff, Mengis & Burns, LLC to whom he may delegate tasks), the third party agreed to by Class Counsel and counsel for Defendants, subject to Court approval, who will perform the work of settlement administration and will allocate the Settlement Sum for each Participating Class Members, according to the terms of this Agreement.

**“Total Residence Number”** means the total number of Residences identified within the Class Area, during the Class Period, and for which a Participating Class Member submits a Claim Form.

**“Total Cash Settlement Amount”** shall mean the maximum total monetary amount that will be paid by Defendants as consideration for the Releases and the other benefits to Defendants attached to this Settlement pursuant to this Agreement. It is agreed that the Total Cash Settlement Amount is Sixteen Million, Eight Hundred Twenty-Five Thousand Dollars and No Cents (\$16,825,000.00).

**“Total Settlement Value”** means the sum of Total Cash Settlement Amount, together with the Remedial Measure Value.

**“Vehicles”** means motor vehicles (including but not limited to cars, trucks, sport utility vehicles) recreational vehicles, motorcycles, motor scooters, motorized bicycles, motorized carts, golf



carts, boats or vessels, jet skis, as well as trailers, and/or any such transportation device, with or without a motor, capable of being driven, steered or towed on public or private roads or off-road, or on water.

**“Weighted Zone Value”** means the lump sum allocated to each of the seven (7) zones, as determined by the Special Master, based on both the proximity to the Facility, prevailing weather conditions, and evidence collected during the pendency of the Actions.

## II. EFFECT OF SETTLEMENT

2.1 The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Released Claims and of this Consolidated Action, as well as each Action, as against all Released Parties.

2.2 Upon the Effective Date, all Representative Plaintiffs and Settlement Class Members, and each of them on behalf of themselves, their heirs, executors, successors and assigns, shall, with respect to each and every one of the Released Claims, release and forever discharge, and shall forever be enjoined from prosecuting, any and all Released Claims against any of the Released Parties.

2.3 Nothing in this Agreement, or in any final judgment or order of dismissal entered in the Consolidated Action and in each Action pursuant to this Agreement, constitutes an admission or concession by the Defendants of any liability or wrongdoing by the Defendants, that there is any validity to any allegation in the complaint filed in any Action or to be filed in the Consolidated Action, or that the Class Claims could be certified for class treatment for purposes of litigation as opposed to settlement. The Defendants have not admitted or conceded any liability or wrongdoing, acknowledged any validity to the claims or issues in the Consolidated Action or in each Action, or acknowledged any weakness in their defenses in the Consolidated Action or in each Action. The Defendants have denied and continue to deny any wrongdoing alleged in the complaint filed in any Action or to be filed in the Consolidated Action, and specifically deny and dispute the scientific, factual, legal, and other bases

asserted or alleged to support claims or allegations of Plaintiffs and Class Members. Nothing contained in this Agreement, or any related documents filed in connection therewith is intended to be or shall be interpreted by anyone as in any way suggesting anything to the contrary in this Consolidated Action, any individual Action or in any other actions. Neither this Agreement, the Final Approval Order, the fact of Settlement, the settlement negotiations, nor any related documents or facts related to the Settlement or Settlement negotiations, shall be offered or received in evidence against any Party for any purpose in any proceeding other than (i) in such proceedings as may be necessary to consummate or enforce this Agreement, or (ii) in any action against or by Representative Plaintiffs or Settlement Class Members against or by any of the Released Parties in connection with a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

2.4 If this Agreement terminates for any reason and litigation of the Consolidated Action otherwise resumes, either Party may seek to sever the Consolidated Action. Defendants shall have the right to oppose or otherwise challenge class certification on any grounds, notwithstanding any provision of this Agreement. Likewise, Defendants agree that the statutes of limitations for all Plaintiffs previously named are been tolled to the extent authorized by applicable law, and they will remain in the same position as if the Amended Complaint in the Consolidated Action had never been filed.

### **III. SETTLEMENT CLASS & COURT APPROVAL**

#### **3.1 Settlement Class.**

Within the timeframe set out in Section 3.3, Representative Plaintiffs, through Class Counsel, shall move the Court to certify, for purposes of this Settlement Agreement only, the following Class of:

All Persons who Reside in the Class Area as of the date the Court enters the Preliminary Approval Order, or who formerly Resided in a Residence within the Class Area for a period of at least one (1) month during the Class Period, and had a legal

right to occupy the Residence, through property ownership or residential lease agreement.

Defendants shall not oppose the motion. The following are excluded from the Class to the extent they fall within the definition above:

- a. Any and all legal representatives, employees, corporate officers, heirs, successors, or assigns of Defendants;
- b. The Judge to whom this Consolidated Action is assigned, any member of the Judge's immediate family, and any other judicial officer who is or was assigned to this action; and
- c. Any attorneys who are employees, partners, members, or shareholders of Class Counsel.

3.2 **Class Representatives**

Plaintiffs, through Class Counsel, shall propose the following individuals as Class Representatives of the Settlement Class: Blake Chapman, Ricky Stephens, Gary Thurmond, Jr., Carolyn Thurmond, Hortensia Martinez, Charles Garrett, and Roel Garcia. Class Counsel believe that the individuals listed above are appropriate Representative Plaintiffs for purposes of this Settlement Agreement and Settlement Class, and Defendants agree not to dispute or challenge such appropriateness solely for purposes of this Agreement.

3.3 **Parties' Efforts to Obtain Settlement Approval Order.**

Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Class Claims, Representative Plaintiffs and Class Counsel have concluded that this Agreement provides benefits to the Class Members and is fair, adequate, reasonable, and in the best interest of the Class Members. The Representative Plaintiffs and Class Counsel agree to recommend approval of this Agreement by the Court, and to support approval of this Settlement as fair, adequate, and reasonable. The

Defendants will agree not to oppose the Plaintiffs' motions seeking preliminary and final approval of this Settlement. The Parties further agree to undertake all reasonable and proper steps and efforts to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any challenges to the fairness of the Settlement Agreement and any appeals from or challenges to the Final Approval Order. Those steps shall include the following:

- a. **Execution of Agreement.** The Parties, through their respective counsel, shall execute this Agreement. Execution by electronic signature is expressly permitted.
- b. **Moving for Consolidation.** Within three (3) business days of the execution of this Agreement, Plaintiffs shall file an Unopposed Motion for Consolidation, for settlement purposes only. The Parties shall confer and agree on the form of the motion and Defendants agree not to oppose the Motion for Consolidation.
- c. **Amending Pleadings.** Within seven (7) business days of an order granting the Parties' Motion for Consolidation, Representative Plaintiffs shall file an Unopposed Motion for Leave to Amend the Pleadings and file an amended pleading that comports to the terms of this Agreement. Such motion for leave shall ask that the Court not require any responsive pleadings from Defendants while the Court entertains class settlement issues. Defendants agree not to oppose the Motion for Leave to Amend and hereby authorize undersigned Defense Counsel to accept service of the amended pleading on behalf of the newly formed entity, voestalpine Texas Holding LLC.
- d. **Preliminary Approval of Settlement.** Within seven (7) business days of filing an amended pleading in the Consolidated Action, the Representative Plaintiffs

shall file a motion with the Court for entry of a Preliminary Approval Order. The motion shall seek an order, substantially similar to the order attached as Exhibit E, that:

- (1) Conditionally certifies the Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure;
- (2) Preliminarily approves the terms and conditions of the Settlement embodied in this Agreement subject to the Fairness Hearing and final approval by the Court in the Final Approval Order;
- (3) Finds that the Notice Plan, as submitted to the Court by Class Counsel, is approved by the Court, including the Notice Packet, which includes the Class Notice, and the Claim Form (or such other form(s) otherwise approved by the Court) fairly and adequately describes the terms and effect of this Agreement and the Settlement; gives notice of Class Members' right to opt out of the Class Settlement; describes how Class Members may object to approval of the Settlement; gives notice of the time and place of the Fairness Hearing for final approval of the Settlement; and satisfies the requirements of FED. R. CIV. P. 23(e), due process, and Fifth Circuit law regarding notice to Class Members of the Settlement;
- (4) Appoints and designates Class Counsel as the counsel for the Settlement Class under FED. R. CIV. P. 23(g).

- (5) Appoints and designates Plaintiffs as the representatives for the Settlement Class;
- (6) Preliminarily approves the Claims Program for distributing the Settlement Fund to Participating Class Members;
- (7) Appoints and designates Dan Balhoff of the law firm Perry, Balhoff, Mengis & Burns, LLC as the Special Master
- (8) Authorizes the filing of the Settlement Distribution Plan under seal; and
- (9) Appoints and designates Postlethwaite & Netterville as Claims Administrator.

**e. Notice Plan.**

- (1) Plan Summary.

The Parties agree that notice to Class Members should be conducted at several levels.

The first level includes individual written mail notice. The Claims Administrator, shall, to the extent practicable, pursuant to the Property Identification Plan (Exhibit G), identify Residents within the Class Area. Individual written mail notice should be sent to each such identified Resident within the Class Area. Pursuant to such Property Identification Plan, the Claims Administrator shall utilize available public records and other resources reasonably within its disposal, to seek to identify record owners of Residences within the Class Area, and, where available, former record

owners during the Class Period. Notice, consisting of the Notice Packet, containing the Short Form Class Notice (Exhibit A) would then be mailed by U. S. Mail to each such identified Resident. A Notice Package may also be mailed by U. S. Mail to each identified former owner if forwarding information is reasonably available and trustworthy. The Notice Packet will also contain a Claim Form (Exhibit C) for each identified Class Member to review and return to the Claims Administrator as outlined herein to qualify as a Participating Class Member.

The Claims Administrator shall also set up a settlement website link where Class Members may seek additional information regarding the Settlement, including the Long Form Class Notice (Exhibit B), where they may obtain and download a copy of the Claim Form and where they may review this Agreement and other relevant case documents.

The Claims Administrator shall further set up a settlement call center, and publish its telephone number, where Class Members may call to obtain additional information about the Settlement.

The second level is Newspaper Notice, principally but not exclusively intended for former Residents who are not likely to have been identified as a Resident to receive mail notice.

(2) Mail Notice

The Claims Administrator, pursuant to the Property Identification Plan, shall develop the list of addresses applicable to the Residences in the Class Area and Class Member names (where available) through the date of the Preliminary Approval Order as soon as practicable, but not later than forty-five (45) days of the issuance of the Preliminary Approval Order. The Claims Administrator may be authorized to begin work on the Property Identification Plan upon the latter of being retained or the execution of this Agreement. The list of addresses prepared by the Claims Administrator shall identify the Residences in apartment buildings, separately, and provide the total number of units applicable for each apartment complex as well as names of Class Members, if practicable.

Prior to mailing the Notice Packet to the identified Class Members, the Claims Administrator shall search the National Change of Address Database (“NCOA”) for a forty-eight (48) month period to obtain any updated mailing addresses. The Claims Administrator shall then mail by, First Class Mail, the Notice Packet to those addresses developed pursuant to the Property Identification Plan and as updated by the NCOA search, within sixty (60) days of the Preliminary Approval Order, which shall be deemed the Notice Issuance



Deadline. The Claims Administrator shall perform address-tracing for any mail returned as undeliverable, to the extent practicable.

Unless the Claims Administrator receives a Notice Packet returned from the United States Postal Service for reasons discussed below in this paragraph, each Notice Packet shall be deemed mailed and received by the Class Member upon mailing. In the event that, within thirty (30) days of being mailed, a Notice Packet is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall re-mail that Notice to the forwarding address. That Notice will be deemed mailed and received at that point, and the forwarding address shall be deemed the Updated Address for that Class Member.

In the event that, within thirty (30) days of being mailed, a Notice Packet is returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall undertake an address skip-trace to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator shall re-send that Notice Packet within seven (7) days of

receiving such information; if no Updated Address is obtained for that Class Member, the Notice shall be sent again to the last known address, and in either event, the Notice shall be deemed received once it is mailed for the second time.

In the event that any subsequently mailed Notice Packet is returned to the Claims Administrator before the end of the Notice Period by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Claims Administrator shall be required to take no further action with that Notice and it shall be deemed to have been delivered. The Claims Administrator shall not be required to take any further action on any Notice or Claims Form returned after the end of the Notice Period.

(3) Newspaper Notice

The Claims Administrator shall ensure that the Newspaper Notice (in a form substantially as the Short Form Notice, Exhibit A) is published beginning on the Notice Issuance Deadline, and continuing to run, bi-weekly, through the duration of the Notice Period. Such notice shall be published in one or more local newspapers of wide distribution that must include Portland, TX, Gregory, TX, as well as Corpus Christi, TX. The Newspaper Notice includes information on how a Resident who believes he or she may qualify as Class Member

can obtain a Notice Packet and seek to file a Claim Form within the Notice Period in order to qualify as a Participating Class Member. Included in the Newspaper Notice will be the Settlement website address and the phone number for the Settlement call center.

(4) Providing Notice Pursuant to CAFA

Within ten (10) days after the Parties file the Preliminary Approval Motion with the Court, Defendants shall provide the notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, to the Appropriate Federal Official and Appropriate State Official, as defined in 28 U.S.C. § 1715(a). Defendants agree to provide copies to Class Counsel at the same time.

- e. **Motion for Final Approval of Class Settlement.** At least twenty-one (21) days prior to the Fairness Hearing, or according to the deadline set by the Court, the Representative Plaintiffs shall file a motion seeking a final approval of the Settlement and the entry of a Final Approval Order that (i) certifies the Settlement Class; (ii) approves the Settlement as fair, adequate, and reasonable under Federal Rule of Civil Procedure 23(e); (iii) approves the plan of distribution of the Net Settlement Amount to Participating Class Members according to the plan described in Section 4 below; (iv) dismisses the Consolidated Action and/or each individual Action, with prejudice; (v) rules that each of the Releasing Parties has released, waived, compromised, settled, and discharged all Released Claims; (vi) enjoins all further litigation by the Representative Plaintiffs and Settlement Class Members with respect to the

Released Claims; (vii) awards any service awards for Representative Plaintiffs; and (viii) reserves the Court's exclusive and continuing jurisdiction over the interpretation, performance, enforcement, and administration of this Agreement and the Court's orders in the Consolidated Action. Defendants agree not to oppose the motion.

f. **Motion for Award of Attorneys' Fees and Litigation Expenses.**

Contemporaneously with the filing of the Motion for Final Approval, Class Counsel shall file a separate Motion for Award of Attorneys' Fees and Litigation Expenses seeking approval of an awards any attorneys' fees, costs, and expenses as provided in this Agreement. Defendants agree not to oppose the motion to the extent it does not conflict with the provisions of this Agreement.

g. **The Fairness Hearing.** On the date and time set by the Court, Class Counsel and counsel for Defendants shall participate in the Fairness Hearing. Class Counsel and counsel for Defendants will reasonably cooperate with one another to obtain a Final Approval Order.

3.4 **Objection Procedure.**

Each Class Member wishing to object to the Settlement shall file with the Claims Administrator a timely written notice of objection delivered or postmarked no later than sixty (60) days after the Notice Issuance Date, the exact calendar date to be specified in the Class Notice. The objection must state or contain the following information to be valid: (i) the name and cause number of the Consolidated Action; (ii) the Class Member's name, address, and telephone number; (iii) the factual basis for the claim of qualifying for the status of class membership, including whether the objector is a current or former Resident of a property in the Class Area, and for what period of time

during the Class Period, and including Proof of Residence or proof of ownership of Real Property within the Class Area; (iv) whether the Class Member plans to appear, either individually or through an attorney at the Fairness Hearing; (v) each specific objection or objections to the Settlement with the complete factual basis for each such objection, along with whatever legal authority, if any, the objector asserts regarding the objection, (vi) a statement advising if the Class Member has objected to other class action settlements, and if so, identifying each such settlement, the date of such objection and the basis for the objection; and (vii) their Personal Signature on the form under penalty of perjury in the presence of at least one adult witness subject to approval by the Court. No “mass” or “class” Objections shall be valid and each Class Member who wishes to object must file their own objection that satisfies the requirements of Section 3.4.

The objection shall be filed with the Claims Administrator as follows:

Black Dust Settlement Claims  
c/o Postlethwaite & Netterville  
P.O. Box #####  
Baton Rouge, Louisiana 70821

The Claims Administrator shall provide all valid and timely objections, if any, to Class Counsel and Counsel for Defendants within fifteen (15) days of the close of the Notice Period. Class Counsel will file the objections with the Court within twenty (20) days of the close of the Notice Period. Failure of the Objector to fully and completely comply with each of the above-stated requirements for the Objection or to properly and timely submit the objection may result in the Objection not being considered by the Court.

The Claims Administrator shall collect and tabulate all objections and report to Class Counsel and Defendants’ Counsel at least weekly identifying each objecting person along with information identifying the location and zone of each such objector.

The Special Master may, at his sole discretion, contact any individual who submits a written objection to further ascertain the rationale for the objection and to answer any questions about this Agreement.

3.5 **Opt Out Procedure.**

Prior to final approval of this Settlement, Class Members who do not file an objection to the Settlement pursuant to Section 3.4 may exclude themselves from the Settlement by following the procedure outlined in this section and stated in the Class Notice. A Class Member who desires to opt out of the Settlement shall file with the Claims Administrator a timely written notice of opt out, delivered or postmarked no later than sixty (60) days after the Notice Issuance Date, the exact calendar date to be specified in the Class Notice. The notice of opt out must state or include the following to be valid: (i) the name and cause number of the Consolidated Action; (ii) the Class Member's name, address, and telephone number; (iii) a clear statement that the Class Member desires to opt out of the Settlement; (iv) a clear statement explaining the reason or reasons why the Class Member is choosing to opt out of the Settlement; (v) whether the Class Member has or intends to retain legal counsel to represent him or her further, and whether the Class Member has or intends to file a lawsuit against Defendants; and (vi) include their Personal Signature on the form under penalty of perjury in the presence of at least one adult witness subject to approval by the Court. No "mass" or "class" opt out requests shall be valid, and no Class Member may submit an opt out request on behalf of any other Class Member.

The written notice of opt out shall be filed with the Claims Administrator as follows:

Black Dust Settlement Claims  
c/o Postlethwaite & Netterville  
P.O. Box #####  
Baton Rouge, Louisiana 70821

The Claims Administrator shall provide all valid and timely written notices of opt out, if any, to Class Counsel and Counsel for Defendants within fifteen (15) days of the close of the Notice

Period. Class Counsel will file the written notices of opt out with the Court within twenty (20) days of the close of the Notice Period. Failure of the Class Member seeking to opt out to fully and completely comply with each of the above-stated requirements for the written notice of opt-out, or to properly and timely serve a copy with the Claims Administrator may result in the notice of opt out not being considered by the Court.

The Special Master may, at his sole discretion, contact any individual who submits a written notice of opt out to further ascertain the rationale for exclusion and to answer any questions about this Agreement.

All Class Members who do not timely and properly opt out shall be Settlement Class Members and shall in all respects be bound by all of the terms of this Agreement and the Final Approved Order with respect to the Class defined herein, and shall be bound by the Release set forth in this Agreement.

Class Counsel agrees not to represent any Opt Outs to this Agreement.

The Claims Administrator shall collect and tabulate all opt out notices and report to Class Counsel and Defendants' Counsel at least weekly identifying each opt out person along with information identifying the location and zone of each such opt out.

### 3.6 **Claim Form Procedure**

(a) In order for a Class Member to be eligible to receive a Settlement Sum, such Class Member must properly and timely complete and submit a Claims Form as directed in the Notice Packet and settlement website, and thereby become a Participating Class Member. Only Participating Class Members are entitled to any award by the Special Master of an Individual Settlement Sum.

To be considered a Participating Class Member, the Class Members must return the Claim Form, which is to be part of the Notice Packet sent to a Residence, in accordance with the directions contained in the Notice Packet and available at the settlement website. The Class Member must properly complete the Claims Form and return the completed Claims Form to the Claim

Administrator postmarked or otherwise received by the end of the Notice Period, the exact calendar date to be specified in the Class Notice. As will be described in the Notice Packet, the Claim Form must: (1) be signed by the Class Member, (2) identify whether the Class Member (i) owns/owned but does/did not occupy the Residence, (ii) owns/owned and occupies/occupied the Residence; or (ii) Resides in the Residence by virtue of a residential lease; (3) state the dates during the Class Period that the Class Member owned and/or Resided in the Residence and (4) state their email address and telephone number to aid future communication. Additionally, Class Members who resided in a Residence must also submit Proof of Residence. In the event of a non-marital co-tenancy, each such Resident must provide the requested information and individually sign the Claim Form. They may also contact the Claims Administrator at the phone number provided in the Notice Packet and Newspaper Notice to request an additional Claim Form.

A failure to submit a timely and properly completed Claim Form constitutes a waiver of entitlement to obtain a Settlement Sum under this Agreement. All Class Members who do not opt out and who do not timely and properly submit a timely Claims Form and who do not become a Participating Class Member, shall in all respects be bound by all of the terms of this Agreement and the Final Approved Order with respect to the Class defined herein, and shall be bound by the Release set forth in this Agreement and be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action subject to the Release against any Released Parties in any court, arbitration tribunal, or administrative or other forum.

(b) The Claims Administrator shall verify that the Claim Form is properly filled out and timely received upon receipt of the same. In the event a Claim Form is improperly filled out in that it contains inaccurate or conflicting information on its face or is otherwise incomplete, the Claims Administrator shall contact the Class Member, at the phone number or email address or mailing address provided, to obtain the required information. If the Claims Administrator is unable to obtain



the corrected information or otherwise contact the Class Member within the time frame set forth for return of Claims Forms in the Notice Packet, the incomplete/inaccurate Claim Form will not be considered and the Class Member will not become a Participating Class Member. However, the Special Master may, at his sole discretion, contact any individual who submits a Claims Form regarding any deficiencies in any submitted Claims Form to determine, in his discretion, if it can be or has been cured.

(c) By submitting a timely and complete Claim Form, Each Participating Class Member will be entitled to receive his or her respective Settlement Sum, based on the information he or she has provided in their Claim Form, subject to verification by the Special Master, and as determined by the Special Master consistent with the Claims Program.

**IV.  
SETTLEMENT FUNDS AND DISTRIBUTION OF SETTLEMENT SUMS**

**4.1 Settlement Amount and Benefits Promised in Exchange for Releases:**

In consideration of all the promises and covenants set forth in this Agreement, and of the release and dismissal of the Released Claims against the Released Parties as contemplated in this Agreement, Defendants shall provide the following:

- a. **Total Cash Settlement Amount to be paid by Defendants:** Collectively, Defendants shall pay \$16,825,000.00. After deductions for attorneys' fees, litigation expenses, the Reserve Fund, and any service awards, the Net Settlement Amount shall be distributed to the Participating Class Members in accordance with this Section.
- b. **Funding of Settlement Fund:** The Total Cash Settlement Amount shall be placed in the Settlement Fund established pursuant to the terms of Section 6.1.

**4.2. Allocation of Net Settlement Amount.** Consistent with the Claims Program, the Special Master shall have full and final authority to determine the amount to be paid to each

Participating Class Member. The Claims Program shall take into account the location of the Residence and the zone in which the Residence is located relative to the location of the Facility and considering established predominant weather patterns, the nature of the Residence (i.e., whether it is a single-family or multi-family dwelling), the status of the Resident (e.g., whether a current or former owner or tenant), the number of Residents who have resided in each Residence over the entire Class Period, the duration and time period of residence of each Resident during the Class Period, and other special circumstances at the discretion of the Special Master, as well as the formula and considerations set forth in this section.

The Parties establish following minimal parameters for distribution of the Net Settlement Amount to be considered by the Special Master is devising the Claims Program;

1. Each Residence in the Class Area for which one or more Claim Forms is received shall be considered one (1) Residential Unit for purposes of administering this Agreement.
2. The Claims Administrator shall work with the Special Master and the Claims Administrator shall provide the Claim Forms and Claim Form Database to the Special Master.
3. The Special Master shall review the Claim Forms submitted during the Class Period for the purpose of determining the total number of Residential Units and setting the Weighted Zone Value. The Special Master has the discretion to set the Weighted Zone Value within the parameters set in this Agreement, such that the Residential Unit Value, when multiplied by the respective Weighted Zone Value for each Residential Unit equals the Net Settlement Amount. In establishing the Weighted Zone Value, the Special Master should consider the

respective exposure to Dust based on proximity to the Facility, dominant weather patterns, and other factors to be discussed in consultations with Class Counsel and Counsel for Defendants.

4. The Residential Unit Value shall be separated into two amounts: (1) an amount for damages to Real Property (“Real Property Amount”); and (2) an amount for damages to Personal Property (“Personal Property Amount”).
5. The Special Master shall give great weight to the Property Identification Plan in identifying the Residences included in this Settlement.
6. The Residential Unit Value shall include claims for Real and Personal Property, for the entirety of the Class Period.
7. In the event multiple Participating Class Members return Claim Forms for the same Residence, those Participating Class Members shall each receive a divided share of the Residential Unit Value. The Special Master will determine each such Participating Class Member’s share based on factors such as the status as an Owner and/or Tenant and the duration of time and period of time within the Class Period that each owned and/or rented the Residence. The Special Master shall have discretion in proportioning the Residential Unit Values between Participating Class Members who may have resided at the same residence during the Class Period.
8. The Special Master shall have complete discretion on distributing to Participating Class Members the Residential Unit Value.

9. **Settlement Distribution Plan.** After receipt of the Claim Form Database from the Claims Administrator, the Special Master shall, consistent with the Claims Plan, and according to the provisions of this Settlement, set the Weighted Zone Values and apportion the Net Settlement Amount to reflect the Special Master's determination of each Participating Class Member's individual Settlement Sum according to the provisions of Section 4 of this Agreement, and complete the Settlement Distribution Plan. The Special Master shall have ninety (90) calendar days after the end of the Notice Period to make his determinations to be contained in the Settlement Distribution Plan. The Settlement Distribution Plan shall be served on Class Counsel and Defendants' Counsel and submitted to the Court for approval in the Final Approval Motion; the Parties agree that such Settlement Distribution Plan may be treated as confidential and request that it be submitted under seal.

4.3 **Check Cashing Period and Void Checks.**

All payments made to Participating Class Members shall be made by check which check shall include an inscription that it is valid only for a period not to exceed one hundred twenty (120) days from issuance, after which it shall be deemed void and not able to be cashed. Each Participating Class Member receiving a check must cash such check within 120 days of issuance or he/she will forfeit any payment. The Special Master may, at his discretion, direct the Claims Administrator to reissue any voided check one time with an inscription that it is valid only for a period not to exceed forty-five (45) days from issuance. As to funds relating to any check that has become void and is not cashed, those funds shall be included in the Reserve Fund, to be used at the Special Master's discretion for issues arising after the Settlement Distribution Plan has been finalized.

Should funds remain in the Reserve Fund 210 days after the date the Settlement Checks are issued, such remaining funds shall be distributed promptly thereafter as otherwise directed by the Special Master, after consultation with Class Counsel and Defendants' Counsel. However, the Special Master does not have discretion to return, or revert, any remaining funds directly to Defendants, but the Special Master may allocate funds to projects performed and/or sponsored by one or more of the Defendants related to Dust mitigation, or for community projects.

Participating Class Members whose checks are deemed void and cannot be cashed, shall continue to be bound by the Release set forth in this Agreement and shall be permanently and forever barred from commencing, instituting, maintaining or prosecuting any action subject to the Release against any Released Parties in any court, arbitration tribunal, or administrative or other forum.

4.4 **Attorneys' Fees and Expenses.**

Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may file a motion for an award of attorneys' fees and litigation expenses relying upon and consisting of some portion of the Total Settlement Value. The motion for fees and expenses shall be filed contemporaneously with the Motion for Final Approval, or by the Court-ordered deadline. The amount of the attorneys' fees and expenses to be awarded shall be determined by the Court and shall be limited by and funded exclusively from the Settlement Fund and shall not exceed the Total Cash Settlement Amount. Defendants agree not to oppose the motion for fees, to the extent it does not request as attorneys' fees more than 40% of the Total Cash Settlement Amount. Defendants shall not have any obligation to add to or subsidize the Settlement Fund after its payment of the Total Cash Settlement Amount in any way including to allow for the payment of fees and expenses awarded to Class Counsel. Class Counsel will not seek any other attorneys' fees or expenses in connection with this Agreement and will not seek or accept any fees or expenses relative to this Agreement other than as awarded by the Court.

4.5 **Service Awards.**

Subject to Court discretion and approval, one or more Plaintiffs may be entitled to a Service Award of not to exceed \$1,000.00 each for their services rendered in the prosecution of this Consolidated Action. Defendants shall not oppose the requested service awards.

4.6 **Settlement Administration Expenses.**

All reasonable expenses associated with the administration of this Settlement up through the Effective Date, including expenses for the Claims Administrator, and Special Master (including for work performed by members of his law firm to whom he may delegate tasks) shall be considered Settlement Administrative Expenses. Defendants agree to fund such Settlement Administrative Expenses in an amount not to exceed \$250,000.00. This amount shall be paid by Defendants in addition to the Total Cash Settlement Amount, by the Funding Deadline described in Section 6.1. Defendants shall not be liable for, or otherwise be responsible for, any administration expenses in excess of \$250,000.00. To the extent Settlement Administrative Expenses exceed \$250,000.00, such expenses shall be borne by the Settlement Fund (including any funds remaining from the Reserve Fund).

In the event this Agreement terminates, as described in Sections 7.1 or 7.2 herein, the Claims Administrator shall, within five (5) business days of termination, determine the amount of all Settlement Administrative Expenses incurred as of the date of termination (plus the cost to complete this tabulation) (the "Termination Settlement Administrative Expenses") and present that total to Class Counsel and Defendants' Counsel.

In the event the Court declines to approve this Settlement, and subject to the provisions of Section 7.1, each of Class Counsel and Defendants' Counsel shall be responsible for payment of one-half of that Termination Settlement Administrative Expenses. To the extent Defendants' Counsel has paid more than its one-half share of such Termination Settlement Administrative Expenses, Class

Counsel shall reimburse the Defendants' Counsel for all amounts it has paid over its one-half share within ten (10) business days of presentment by the Claims Administrator of the Termination Settlement Administrative Expenses.

In the event any Defendant chooses to terminate the settlement pursuant to Section 7.2, Defendants shall be solely responsible for the payment of Termination Settlement Administrative Expenses.

**V.  
RELEASES**

5.1 In consideration of the payment by Defendants (or any one of them) of the Total Cash Settlement Amount, as well as the Remedial Measures undertaken and to be undertaken by Defendants, all of which comprise the Total Settlement Value, as of the Effective Date the Releasing Parties agree to fully release and forever discharge the Released Parties from all Released Claims.

It is expressly understood and acknowledged by Releasing Parties that Released Claims include claims related to Dust that have not yet occurred but which may arise in the future, **provided, however,** that Released Claims do not include, and that nothing herein shall bar, any claims for relief based solely on the incremental emissions or releases of Dust from future Facility operations that exceed 100 percent of the currently permitted maximum annual production capacity (as referenced in the air emission permits NSR Permit No. 108113 and PSDTX1344M1 issued by the Texas Commission on Environmental Quality to voestalpine Texas, LLC, and applications related thereto); and, **further provided,** that Released Claims do not include, and that nothing herein shall bar any claims for relief based solely on a future catastrophic release from the Facility (i.e., an unexpected, accidental incident resulting in releases of Dust atypical in nature and dramatically greater in amount than those historically associated with regular plant operations), which causes substantial real or personal property damages that are significant and measurable to a Plaintiff or Class Member seeking such relief.

5.2 Releasing Parties recognize that even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon the Effective Date, Released Parties fully, finally and forever settle and release any and all of the Released Claims, and that they are forever barred from asserting such Released Claims against the Released Parties. The Parties acknowledge that the foregoing release was bargained for and is an essential and material element of this Agreement.

5.3 The Releasing Parties acknowledge and understand that they may have suffered damages or may incur damages or liabilities that are unknown at the present time, which if known, might have affected their decision to enter into this release. The Releasing Parties considered such uncertainties in the course of negotiations leading to this Agreement, and the Releasing Parties have determined the Total Settlement Value to be fair and adequate compensation with due regard for such uncertainties. In making this waiver, the Releasing Parties understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the foregoing release, but agree that they have taken that possibility into account in reaching this Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk, they fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

5.4 It is hereby understood and agreed that this Agreement is intended to constitute a full and final release by the Releasing Parties of all Released Claims against the Released Parties. Pursuant to this Agreement, the Released Parties are, and shall in the future be, discharged from any and all liability whatsoever to the Releasing Parties for the Released Claims released in Section 5.1 above.



5.5 The distribution described in Section 4.1 of this Agreement is the exclusive monetary consideration provided by Defendants for and on behalf of the Released Parties to the Releasing Parties for the Released Claims against the Released Parties. Accordingly, the Released Parties shall not be subject to liability or expense of any kind to the Releasing Parties with respect to any Released Claims, other than as set forth in this Agreement.

5.6 The Releasing Parties shall not at any time hereafter, whether directly or indirectly or individually or as a member or representative of a class, commence, assign, or prosecute any claim, demand, or cause of action at law, equity or otherwise for damages, loss or injury, or for injunctive or statutory relief, arising out of or relating to any act, error, omission, event or thing within the scope of the releases set forth in Section 5.1 above, against the Released Parties. The Releasing Parties consent to the jurisdiction of this Court to enter an injunction barring them from commencing or prosecuting any action or other proceeding, or seeking other benefits, based upon the Released Claims.

5.7 Participating Class Members, as Releasing Parties, upon selling, assigning, transferring, donating or leasing any Real property or Personal Property for which such Participating Class Member received (or are scheduled to or expect to receive) any Settlement Sum, to any other Person, shall have an affirmative obligation to provide notice to any such Person regarding the existence of this Settlement and the Participating Class Member's receipt (or expected receipt) of payment of a Settlement Sum, including any requirement to provide notice consistent with all applicable laws of the state of Texas. IF A PARTICIPATING CLASS MEMBER FAILS TO PROVIDE THE FOREGOING NOTICE, SUCH PARTICIPATING CLASS MEMBER, AS A RELEASING PARTY, AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LIABILITY, CLAIM OR DAMAGE THE RELEASED PARTIES MAY SUFFER AS A RESULT OF ANY CLAIMS, DEMANDS, CAUSES OF ACTION, COSTS OR JUDGMENTS AGAINST THE RELEASED PARTIES ARISING OUT OF THE RELEASED

CLAIMS OR CLAIMS REGARDING ANY DUST OR PARTICULATE MATTER FROM DEFENDANTS' FACILITY WHICH MAY CONSTITUTE RELEASED CLAIMS ASSERTED BY ANY TRANSFEREE(S) (OR THEIR AGENTS, REPRESENTATIVES OR ASSIGNS) OF SUCH PARTICIPATING CLASS MEMBER. THIS INDEMNITY AND HOLD HARMLESS SHALL BE LIMITED TO THE AMOUNT OF THE PARTICIPATING CLASS MEMBER'S INDIVIDUAL SETTLEMENT SUM RECEIVED AS A RESULT OF THIS AGREEMENT.

**VI.  
SETTLEMENT FUNDS AND PAYMENTS**

6.1 **Funding Deadline.**

(a) Within ten (10) business days after the Effective Date, Defendants shall wire transfer the Total Settlement Fund Amount to the Claims Administrator in accordance with instructions from the Claims Administrator as specified in this Section, to be maintained in the Settlement Fund for ultimate distribution according to the terms of this Agreement. In no event shall any Defendant have any liability whatsoever with respect to the Total Cash Settlement Amount once it is paid to the Claims Administrator for the Settlement Fund. If the Settlement Fund has not been established or approved by the Court by the deadline for payment specified herein, Defendants shall not be obligated to pay the Total Cash Settlement Amount until ten (10) business days after the Settlement Fund is established and approved by the Court.

(b) With respect to the Settlement Fund:

(i) The Settlement Fund shall indemnify Defendants for all taxes imposed on the income earned, if any, or with respect to the Settlement Fund, as well as any interest, penalties, or additions associated therewith.

(ii) Without limiting the foregoing, the Claims Administrator shall reimburse Defendants from the Settlement Fund for any taxes, interest, penalties, or additions to the

extent they are imposed on or paid by Defendants or any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund.

(iii) Defendants shall have no responsibility whatsoever for the establishment or maintenance of the Settlement Fund; the Claims Administrator is solely responsible for all aspects of the Settlement Fund, including for establishing and treating the Settlement fund as a “Qualified Settlement Fund”.

6.2 **Distribution Deadlines**

The Claims Administrator may not distribute any monies to any Person, including any Participating Class Member, before the Effective Date.

- a. **Payment of Attorneys’ Fees and Service Awards.** Within (15) fifteen business days after the Effective Date, or another time frame as may be ordered by the Court, the Claims Administrator shall issue from the Settlement Fund payment for the Court-approved attorneys’ fees and litigation expenses. The Claims Administrator shall wire the funds for attorneys’ fees and litigation expenses to Anderson Alexander, PLLC IOLTA. The Claims Administrator shall include any Court-approved Service Awards with the Settlement Sums due to the Plaintiffs (if any) according to the Settlement Distribution Timeline discussed below.
- c. **Settlement Distribution Timeline.** The Special Master shall direct the Claims Administrator to distribute the Settlement Sums in accordance with the Settlement Distribution Plan, as approved by the Court in its Final Approval Order. Such distribution shall commence not later than thirty (30) days after the Effective Date, or in a time frame otherwise ordered by the Court.

- d. **Disputes Regarding Payments to Participating Class Members.** The Special Master's decisions with respect to amounts awarded to Participating Class Members under the Claims Program as set forth in the approved Settlement Distribution Plan, and the Claims Administrator's actions in preparing and mailing any checks to Participating Class Members for Settlement Distributions, are final, and neither the Special Master nor the Claims Administrator shall bear any responsibility or liability whatsoever to any Participating Class Member or any Class Member. The Special Master, may, at his sole discretion, utilize the Reserve Fund to account for any untimely Claim Forms or to resolve any disputes regarding the Settlement Distribution Plan.

**VII.  
TERMINATION OF AGREEMENT AND APPEALS**

**7.1 Failure to obtain Court Approval.**

If the Court declines to approve this Agreement and Settlement without modification, this Agreement shall automatically terminate and become null and void, without prejudice to ability of the Parties, at each of their respective sole option and discretion, to agree to any proposed modifications or attempt to negotiate a settlement on different terms. Notwithstanding the preceding sentence, the Court's entry of an order awarding Class Counsel an amount for attorneys' fees or expenses less than the amounts requested by Class Counsel shall not be grounds to void this Agreement.

**7.2 Termination by Defendants; Blow-Up Provision.**

(a) Any Defendant may, at its option and sole discretion, terminate the Settlement, and it shall be void as if it were never executed, in the event that Class Members elect to opt out of the Settlement in the following numbers in any one or more of the geographic zones within the Class Area identified below and on Exhibit D:

- (i) Zone 1 – More than three (3) Residential Unit opt outs.
- (ii) Zone 2 – More than six (6) Residential Unit opt outs.
- (iii) Zone 3 – More than six (6) Residential Unit opt outs.
- (iv) Zone 4 – More than 15 Residential Unit opt outs.
- (v) Zone 5 – More than 30 Residential Unit opt outs.
- (vi) Zone 6 – More than 25 Residential Unit opt outs.
- (vii) Zone 7 – More than 30 Residential Unit opt outs.

In all cases above, if at least one Resident within a Residential unit opts out, the entire Residential unit is counted.

(b) If any Defendant exercises its right to terminate this Settlement under this Agreement, this Agreement shall automatically terminate and become null and void, without prejudice to ability of the Parties, at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms.

7.3 **Appeal.**

(a) **Waiver of Appeal.** Defendants and Representative Plaintiffs agree to waive all appeals arising out the approval of this Agreement and/or the entry of Judgment by the court.

(b) **Appeal of Final Approval Order.**

(i) In the event of any appeal by a party other than Defendants or Representative Plaintiffs, all dates in the Agreement triggered after the date of the Final Approval Order are stayed until fourteen (14) days after all opportunities for any further appellate review have ended, including by any waiver of rights. If any Person appeals the Court's Final Approval Order, the Parties will use their best efforts to defeat the appeal.

(ii) If an appeal challenging the approval of this Settlement results in an order reversing or vacating the Final Approval Order as to the approval of the Settlement or the

certification of the Settlement Class, any Party may undertake, at its sole option, discretion, and expense, to pursue further review (including panel rehearing, en banc rehearing, or a petition for certiorari) of that appellate order. If no Party timely pursues such further review, or if pursuit of such further review fails to secure reinstatement of the Final Approval Order without modification, the Agreement shall automatically terminate and become null and void, without prejudice to ability of the Parties, at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms.

## **VIII. MISCELLANEOUS**

### **8.1 Entire Agreement.**

This Agreement constitutes the entire agreement among the Parties, and it supersedes all prior agreements or understandings between or among them, oral or written, relating to the Settlement of the Consolidated Action.

### **8.2 Construction.**

The Parties acknowledge that this Agreement was jointly drafted and agree that if any of its terms are ambiguous, then the rule of construction construing the ambiguity against the drafting party shall not be employed in the interpretation of this Agreement.

### **8.3 Governing Law.**

The Agreement shall be governed and construed by the substantive law of the State of Texas, without application of Texas's choice-of-law rules. Jurisdiction and venue for all proceedings in connection with the Agreement, or arising as a result of any matter relating to this Settlement, or addressed in the Agreement, shall be in the United States District Court for the Southern District of Texas.

### **8.4 Reasonable Extensions.**

The Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Agreement, subject to approval by the Court if required.

8.5 **Amendment.**

This Agreement may be amended only by a writing executed by all signatories hereto, provided that after entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed on behalf of the Parties and approved by the Court.

8.6 **Retention of Jurisdiction.**

The United States District Court for the Southern District of Texas shall retain jurisdiction over the Parties to resolve any dispute that may arise regarding this Agreement.

8.7 **Waiver.**

The provisions of this Agreement may be waived only by written agreement signed by the waiving party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

8.8 **Force Majeure.**

The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, other natural disasters, diseases, pandemics, or other wide-spread infectious disease events, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

8.9 **No Liability.**

No Person shall have any claim against any Plaintiff, Class Member, Class Counsel, Released Parties, Defendants' Counsel, the Special Master or the Claims Administrator based on actions that any Plaintiff, Class Member, Class Counsel, Released Persons, Defendants' Counsel, the Special Master or the Claims Administrator was required or permitted to take under this Agreement.

8.10 **Execution.**

This Agreement may be executed in counterparts and shall be binding upon each Party and all Parties executing this or any counterpart.

8.11 **Notices.**

Any notice, demand, or other communication required to be given to a Party under this Agreement shall be in writing and shall be deemed duly given upon receipt if it is addressed to the intended recipient as set forth below and personally delivered, emailed, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

**Class Counsel:**

**Austin W. Anderson**

[austin@a2xlaw.com](mailto:austin@a2xlaw.com)

**Clif Alexander**

[clif@a2xlaw.com](mailto:clif@a2xlaw.com)

**ANDERSON ALEXANDER PLLC**

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Telephone: (361) 452-1279  
Facsimile: (361) 452-1284

**Stuart R. White**

[stuart@lileswhite.com](mailto:stuart@lileswhite.com)

**Kevin W. Liles**

[kevin@lileswhite.com](mailto:kevin@lileswhite.com)

**LILES WHITE PLLC**

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Corpus Christi, Texas 78401  
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Facsimile: (361) 826-0101



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[roe@frazerlaw.com](mailto:roe@frazerlaw.com)

**FRAZER PLC**

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Nashville, Tennessee 37215

Telephone: (615) 647-0990

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**Lara D. Pringle**

[lpringle@joneswalker.com](mailto:lpringle@joneswalker.com)

**JONES WALKER PLLC**

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**J. A. "Tony" Canales**

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**Patricia Canales Bell**

[pmcanales@canalessimonson.com](mailto:pmcanales@canalessimonson.com)

**Canales & Simonson, P.C.**

2601 Morgan Ave.

Corpus Christi, Texas 78405

Office: 361-883-0601

Fax: 361-884-7023

Executed and Agreed as to form, this 28th day of September, 2021.

Austin Anderson

Austin Anderson (Sep 28, 2021 14:33 CDT)

\_\_\_\_\_  
Class Counsel

\_\_\_\_\_  
Counsel for Defendants

Executed and Agreed as to form, this 11<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Class Counsel

  
\_\_\_\_\_  
Counsel for Defendants

Agreed to by:

Dated: Sep 22, 2021

By:   
Blake A Chapman (Sep 22, 2021 15:54 CDT)  
\_\_\_\_\_  
Blake Chapman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia

Agreed to by:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Blake Chapman

Dated: Sep 23, 2021

By:  \_\_\_\_\_  
Ricky Stephens (Sep 23, 2021 19:27 CDT)  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia

Agreed to by:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Blake Chapman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: Sep 24, 2021

By: *Gary Thurmond*  
Gary Thurmond (Sep 24, 2021 10:44 CDT)  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia

Agreed to by:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Blake Chapman


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: **Sep 27, 2021**  
\_\_\_\_\_

By:   
Carolyn Thurmond (Sep 27, 2021 15:20 CDT)  
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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia

Agreed to by:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Blake Chapman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: Sep 24, 2021

By:   
Hortensia Martinez (Sep 24, 2021 17:32 CDT)  
Hortensia Martinez

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia



Agreed to by:

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By: \_\_\_\_\_  
Blake Chapman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

Dated: **Sep 22, 2021**

By:   
Charles A Garrett (Sep 22, 2021 11:53 CDT)  
Charles Garrett

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Roel Garcia

Agreed to by:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Blake Chapman

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ricky Stephens

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gary Thurmond, Jr.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Carolyn Thurmond

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Hortensia Martinez

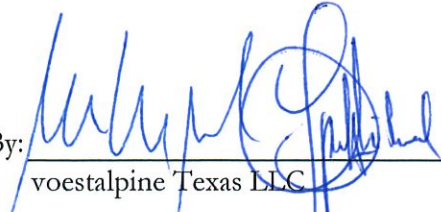
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Garrett

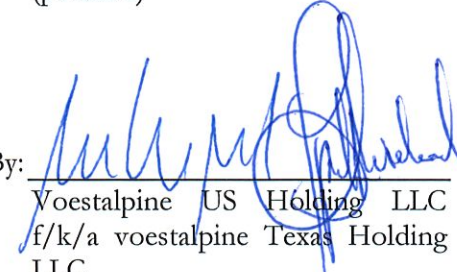
Dated: Sep 27, 2021

By:   
Roel Garcia (Sep 27, 2021 20:54 CDT)  
Roel Garcia

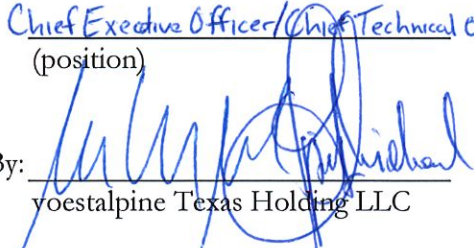
Dated: October 11, 2021

By:   
voestapine Texas LLC  
Chief Executive Officer/Chief Technical Officer  
(position)

Dated: October 11, 2021

By:   
Voestapine US Holding LLC  
f/k/a voestapine Texas Holding  
LLC  
Chief Executive Officer/Chief Technical Officer  
(position)

Dated: October 11, 2021

By:   
voestapine Texas Holding LLC  
Chief Executive Officer/Chief Technical Officer  
(position)