

ENTERED

June 15, 2022

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

BLAKE CHAPMAN, et al.
Plaintiffs

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CIVIL ACTION NO.
2:17-cv-174;
C/W 2:19-cv-32 and 2:19-cv-34

Vs.

voestalpine Texas Holding, LLC, et al.
Defendants

JUDGMENT

WHEREAS, Plaintiffs Blake Chapman, Ricky Stephens, Gary Thurmond, Jr., Carolyn Thurmond, Hortensia Martinez, Charles Garrett, and Roel Garcia (“Representative Plaintiffs”) and Defendants voestalpine Texas, LLC, voestalpine Texas Holding, LLC, and voestalpine US Holding, LLC (collectively “Defendants”) entered into a Class Action Settlement and Release Agreement dated October 11, 2021 (the “Agreement”);

WHEREAS, on October 28, 2021, the Court entered an Order that, among other things, (a) preliminary certified, pursuant to Federal Rule of Civil Procedure 23, a class action for the purposes of settlement only; (b) approved the form of notice to Class Members, and the method of dissemination thereof; (c) directed that appropriate notice of the settlement be given to the Class; and (d) set a hearing date for settlement fairness hearing. ECF No. 86.

WHEREAS, the notice to the Class ordered by the Court in its Order has been provided, as attested to in the Declaration of Brad Madden, filed with the Court on May 25, 2022.

WHEREAS, on June 15, 2022, a hearing was held on whether the settlement set forth in the Agreement was fair, reasonable, adequate, and in the best interests of the Class, such a hearing date being a due and appropriate number of days after such notice to the Class;

NOW THEREFORE, having reviewed and considered the submissions presented with respect to the settlement set forth in the Agreement and the record in these proceedings, having heard and considered the evidence presented by the parties and the argument of counsel, having determined that the settlement set forth in the Agreement is fair, reasonable, adequate, and in the best interests of the Class, and noting that, as set forth in the Agreement, and good cause appearing therefore orders as follows,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED:

1. The Court incorporates by reference the definitions set forth in the Agreement.
2. This Court has personal jurisdiction over all Representative Plaintiffs and Class Members, and has subject matter jurisdiction over all claims asserted in the Fifth Amended Complaint. In addition, venue in the Southern District of Texas is proper.
3. The Agreement is approved as fair, reasonable, and adequate, consistent and in compliance with the applicable provisions of the United States Constitution and the Federal Rules of Civil Procedure, and in the best interest of the Class. The Agreement is binding on, and will have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Agreement and the Release maintained either by or on behalf of Representative Plaintiffs and all other Settlement Class Members, as well as their past, current, and future heirs, representatives, executors, administrators, attorneys, predecessors, successors, and assigns.

4. The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).

5. For settlement purposes only, that the Class satisfies the applicable standards for certification under Fed. R. Civ. P. 23.

6. The Agreement in this action warrants final approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure because it is fair, adequate, and reasonable to those it affects, and resulted from vigorously contested litigation, including meaningful discovery, motion practice and additional merits discovery, and extensive good-faith arm's length negotiations between the parties, and is in the public interest considering the following factors:

- (a) the strength of the plaintiffs' case;
- (b) the risk, expense, complexity and likely duration of further litigation;
- (c) the risk of litigation through trial;
- (d) the amount offered in settlement;
- (e) the extent of discovery completed, and the stage of the proceedings;
- (f) the experience and views of counsel; and
- (g) the reaction of the class members to the proposed settlement.

7. Class Counsel and the Representative Plaintiffs adequately represented the Class for purposes of entering into and implementing the settlement.

8. Class Counsel's requested fees and expenses under the Agreement, and as set out in their Motion for Fees and Costs (ECF No. 89), are fair and were reasonably and necessarily incurred.

9. The Service Awards for the Recipients, as set forth in the Agreement, are approved and the Representative Plaintiffs shall each be entitled to receive \$1,000.00 to compensate them for their unique services in initiating and/or maintaining this litigation.

10. Nothing relating to this Order, or any communications, papers, or orders related to the Agreement, shall be cited to as, construed to be, admissible as, or deemed an admission by any of the Defendants or the Defendant Releasees of any liability, culpability, negligence, or wrongdoing toward the Representative Plaintiffs, the Class Members, or any other person, or that class action certification is appropriate in this or any other matter. There has been no determination by any Court as to the merits of the claims asserted by Representative Plaintiffs against Defendants or as to whether a class should be certified, other than for settlement purposes only. Furthermore, nothing in the parties' Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendants or Defendant Releasees.

11. In consideration of the Individual Settlement Sums, and for other good and valuable consideration, each of the Class Members shall, by operation of this Judgment, have fully, finally, and forever released, relinquished, and discharged all Released Claims against Defendants in accordance with the terms of the Agreement.

12. In the event that the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated, nunc pro tunc, and without prejudice to the status quo ante rights of Plaintiffs, Class Members, and Defendant.

13. All Class Members and/or their representatives who have not been excluded from the Class are permanently barred and enjoined from bringing, filing, commencing, prosecuting, maintaining, intervening in, participating in (as class members or otherwise), or receiving any

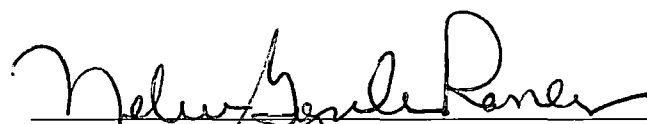
benefits from any other lawsuit (including putative class action lawsuits), arbitration, administrative, regulatory, or other proceeding, order, or cause of action in law or equity in any jurisdiction that is in any way related to the lawsuit and the Released Claims.

14. The Court retains jurisdiction over all proceedings arising out of or related to the Agreement.

15. This lawsuit (including all individuals claims and Class claims presented thereby) is dismissed on the merits and with prejudice, without fees or costs to any party, except as provided above and/or in the Agreement.

IT IS SO ORDERED.

Dated: June 15, 2022.


The Honorable Nelva Gonzales Ramos
United States District Judge