

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

VIKTORYIA MAROZ & EDWARD)	
TOLLIVER , ON BEHALF OF)	
THEMSELVES AND ALL OTHERS)	
SIMILARLY SITUATED,)	
)	Civil Action No. 15-cv-00770 AJS
Plaintiffs,)	
)	Hon. Arthur J. Schwab
vs.)	
)	
ARCELORMITTAL MONESSEN LLC,)	
)	
Defendant.)	
)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 19th day of July, 2016, by and between Defendant ArcelorMittal Monessen LLC (“ArcelorMittal”), a Delaware limited liability company operating a facility at 345 Donner Ave, Monessen, PA 15062, on the one hand, and each named Plaintiff, Viktoryia Maroz and Edward Tolliver, and each member of the proposed class set forth in Plaintiffs’ Second Amended Complaint in the matter captioned Maroz, et al. v. ArcelorMittal Monessen LLC, Civil Action No. 15-cv-00770 AJS (the “Litigation”), on the other hand, subject to and conditioned on preliminary and final approval by the United States District Court for the Western District of Pennsylvania.

WHEREAS:

- A. The Definitions appearing in Section 2 and other terms defined in this Settlement Agreement are incorporated by reference in these introductory sections.
- B. ArcelorMittal owns and operates a coke facility known as the ArcelorMittal Monessen Coke Plant (the “Facility”).

C. The Class Area is defined as the area proposed in paragraph 23 of Plaintiffs' Second Amended Complaint. See Exhibit "A" hereto. The Class Area is comprised of all owner/occupants and renters of residential property residing within one and one-half miles of the ArcelorMittal Monessen facility's property boundary.

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

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

F. Class Counsel are familiar with the claims being settled and the defenses asserted. Class Counsel have conducted a thorough investigation relating to the claims and underlying events and transactions alleged in the Second Amended Complaint. They have also consulted two potential experts and have received and reviewed their reports.

G. Class Counsel believe that the Litigation has substantial merit. However, Class Counsel recognize and acknowledge that the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and appeals may be a costly undertaking. Class Counsel also have taken into account the uncertain outcome of the planned class certification motion and the risk of further litigation, especially in a complex suit

such as this action, as well as the difficulties and delays inherent in such litigation. Class Counsel have also taken into account, among other things, the strengths and uncertainties of the claims asserted in the Litigation and the substantial benefits to be conferred on the Class by the settlement set forth in this Settlement Agreement. Class Counsel, therefore, have determined that the settlement set forth in this Settlement Agreement is in the best interests of the Class.

H. Counsel for the Parties have engaged in intensive arms-length negotiations through a mediation process approved by the Court concerning the settlement of Plaintiffs' claims against ArcelorMittal.

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

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

NOW THEREFORE, intending to be legally bound hereby, and in consideration of the promises, mutual covenants and conditions contained herein, IT IS STIPULATED, CONSENTED TO AND AGREED as follows, by and among the Parties, through the undersigned attorneys on behalf of their respective clients and the Class, for purposes of the settlement only and subject to the approval of the Court pursuant to Federal Rule of Civil Procedure 23(e):

1. Settlement. The Litigation and all claims alleged or which could have been alleged by Plaintiffs and Class Members shall be finally and fully settled, compromised and dismissed on the merits, with prejudice and without costs, and all released claims against any of the ArcelorMittal Releasees shall be fully, finally and forever released, subject to the approval of the Court, in the manner and upon the terms and conditions stated in this Settlement Agreement.

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

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

b. The “Class” and the “Class Members” shall mean and include all owner/occupants and renters of residential property who resided in any Household located within the Class Area at any time during the time period from June 12, 2013 through the Effective Date.

c. The “Class Action” shall mean a certain lawsuit captioned Maroz, et al. v. ArcelorMittal Monessen, LLC, filed in the United States District Court for the Western District of Pennsylvania, that was assigned Civil Action No. 15-cv-00770 AJS.

d. The “Class Area” shall mean the area described in paragraph 23 of Plaintiffs’ Second Amended Complaint. See Exhibit “A.”

e. “Class Counsel” shall mean Liddle & Dubin, P.C., Steven Liddle, Esq., Nicholas Coulson, Esq. and James E. Depasquale, Esq.

f. The “Class Period” shall mean the period of time between June 12, 2013 and the Effective Date.

g. The “Court” shall mean the United States District Court for the Western District of Pennsylvania.

h. The “Defendant” or “ArcelorMittal” shall mean ArcelorMittal Monessen LLC, named as the defendant in this Litigation.

i. “Discovery Materials” means all documents, information, and other materials produced to Plaintiffs by ArcelorMittal or to ArcelorMittal by Plaintiffs, in response to formal or informal discovery requests or as part of either Party’s initial disclosures in the Litigation.

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

k. “Final” means the later of the following dates: (1) the date of expiration of the time for filing or noticing of any appeal from the Final Judgment and Order, that is, thirty (30) days after the entry of the Final Judgment and Order computed in accord with Federal Rule of Civil Procedure 6(a); or (2) the date of final affirmance of any appeal, the date of expiration of the time for filing petitions for writs of certiorari and, if certiorari is granted, the date of final affirmance following review pursuant to that grant; or (3) the final dismissal of any appeal or proceeding on certiorari.

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

m. “Households” shall mean occupied residential structures or parcels of residential real property that are either (i) owned and occupied or (ii) rented within the Class Area, including without limitation all houses, homes, residences, apartments, condominiums or other residential units or abodes.

n. The “Litigation” shall mean the Class Action.

o. The “Named Class Representatives” shall mean and include the named Plaintiffs in this Litigation: Viktoryia Maroz and Edward Tolliver.

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

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

r. The “Parties” shall mean all Plaintiffs and ArcelorMittal.

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

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

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

v. "Settlement Fund" means that payment made by ArcelorMittal to Class Counsel in accord with Section 5 of this Settlement Agreement plus any interest that accrues thereon following such payment.

w. "Settlement Hearing" or "Settlement Fairness Hearing" means a hearing scheduled pursuant to Federal Rule of Civil Procedure 23 to determine, among other things, whether the settlement of the Litigation is fair, reasonable and adequate, and to consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses for prosecuting the Litigation.

x. The "Total Settlement Value" means the settlement package described herein, which consists of payment of \$452,500 in cash and the agreed Environmental Improvement Projects at the Facility set forth herein estimated to cost approximately \$450,000.

y. "Facility" shall mean the ArcelorMittal Monessen Coke Facility, including all related and supporting facilities, structures, activities, operations, and construction thereon.

z. The "ArcelorMittal Releasees" shall mean and include ArcelorMittal, ArcelorMittal's parents, subsidiaries and affiliated companies (including but not limited to ArcelorMittal USA Inc.), whether domestic or foreign, and any of ArcelorMittal's or the foregoing companies' former and present employees, directors, officers, shareholders, members, partners, accountants, agents, attorneys, insurers, representatives, and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns, and each of them.

3. Submission of Settlement to the Court.

a. As soon as practicable following the execution of this Settlement Agreement, Plaintiffs shall move the Court for entry of the Order on Notice/Preliminary Approvals, in a form to be agreed upon by counsel for the Parties.

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

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

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

e. Class Counsel may apply to the Court for an award of attorneys' fees and reimbursement of costs and expenses (including the fees and disbursements of Plaintiffs' experts and consultants) in an amount not to exceed \$252,500. ArcelorMittal agrees to take no position concerning Class Counsel's application up to such amount, but may respond to inquiries from the Court. Any such award and reimbursement shall be paid exclusively from the Settlement Fund.

f. In the event that the Order approving the fees, costs, and expense award to Class Counsel is reversed or modified on appeal and in the event the fees, costs, and expense award has been paid to any extent, then Class Counsel shall repay, within five (5) business days, the fees, costs, and expenses to ArcelorMittal with interest consistent with the reversal or modification. It is agreed that the procedure for and the allowance or disallowance by the Court

of any applications for attorneys' fees, costs, expenses and interest, including the fees of experts and consultants, from the Settlement Fund are beyond the scope of this Settlement Agreement, and any order or proceeding relating only thereto shall not operate to terminate, cancel, or affect the finality or effect of this Settlement Agreement.

g. All matters relating to the Administration of Settlement, including but not limited to payment to Class Counsel of their fees, costs and expenses, plus interest and disbursement to the Class of the Settlement Fund, shall proceed in accord with this Settlement Agreement, as approved by orders of the Court.

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

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

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

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

4. Class Certification.

a. Plaintiffs shall move the Court for an order certifying the Class pursuant to Federal Rule of Civil Procedure 23 in conjunction with a request for the Court to approve this settlement.

b. Solely for the purposes of this settlement, ArcelorMittal consents to the Court's certification of the Class pursuant to Federal Rule of Civil Procedure 23.

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

d. Subject to Court approval under Rule 23(e) of the Federal Rules of Civil Procedure, payment and other consideration paid or provided by ArcelorMittal in accordance with this Settlement Agreement shall constitute the full and final settlement of the Litigation, and upon the Effective Date, ArcelorMittal and the ArcelorMittal Releasees shall have no further liability or obligation to any member of the Class except as specifically set forth in this Settlement Agreement or in the Final Judgment and Order.

5. Settlement Payment.

a. ArcelorMittal shall, within five (5) business days after the Effective Date, pay to Liddle & Dubin, P.C., in trust, the sum of Four Hundred Fifty-Two Thousand Five Hundred Dollars (\$452,500) by check or wire transfer.

b. Class Counsel shall seek reimbursement from the Settlement Fund of attorneys' fees and out-of-pocket costs (including the fees and disbursements of Plaintiffs' experts and consultants) as approved by the Court. Such reimbursement shall not exceed \$252,500.

c. Subject to the Court's approval, a one-time lump sum payment of \$7,500 shall be paid to Viktoriya Maroz, the Named Class Representative from the Settlement Fund for her efforts on behalf of the class, in addition to her Class Member payment.

d. Subject to the Court's approval, a one-time lump sum payment of \$2,500 shall be paid to Edward Tolliver, the Named Class Representative from the Settlement Fund for his efforts on behalf of the class, in addition to his Class Member payment.

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

f. No payment from the Settlement Fund shall be made until the Effective Date. Class Counsel will distribute payments to the Class Members who timely submit settlement claim forms that are approved within 30 days of the Effective Date.

g. If the settlement as agreed in this Settlement Agreement is not approved by the Court, or if approval of the settlement is reversed on appeal, or if the settlement fails to

become effective for any other reason, then the Settlement Fund, including all accrued interest or earnings, shall be returned within five (5) business days to ArcelorMittal.

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

6. Claims, Opt-Outs and Objections.

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

7. Environmental Improvement Projects. Within one year of the Effective Date, ArcelorMittal shall implement the following Environmental Improvement Projects at the Facility:

- (a) Ceramic welding of the walls and roof areas inside the oven chambers of the remaining coke ovens at which such welding has not already been performed to address the potential emission of odors. This project is expected to cost \$200,000.00; and

- (b) Paving of the in-plant roadway beyond the administration building and along the warehouse toward the boiler house in order to address the potential emission of dust and particulates. This project is expected to cost \$250,000.00.

8. Release. In consideration for ArcelorMittal's Settlement payment and Environmental Improvement Projects set forth herein, Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves), fully, finally and forever release all ArcelorMittal Releasees from any and all claims or causes of action alleged or asserted or which could have been alleged or asserted in the Litigation, whether known or unknown, accrued or unaccrued, including any claims or causes of action that any Plaintiff or Class Member had, now has or may hereafter have related to any alleged loss, damage, property damage, repair, replacement, restoration, loss of use or enjoyment of property, avoidance, interference, discomfort, irritation, annoyance, inconvenience, diminution in value of real or personal property, loss of rents or rental value, stigma, trespass, conversion, injunctive relief, attorney fees, litigation expenses, court costs, or any other fees, costs, expenses or damages arising from the operation of the Facility or any emissions, discharges, releases, pollution, contamination, or other impacts therefrom. This release includes all claims for damages including, but not limited to claims for mental or psychological anguish and disturbances, loss of comfort or convenience, loss of peace of mind, irritation, annoyance, and non-serious physical injuries such as headaches, runny nose and watery eyes. However, this release does not include individual claims for serious physical injuries such as serious illness, if any. It is understood by Plaintiffs and Class Members that the Facility will continue to operate beyond the Effective Date in substantially the same manner as it currently is operating, and that the Environmental Improvement Projects to be implemented by ArcelorMittal shall address potential impacts from such future operations. Nothing contained herein shall bar or preclude

any future claims of any Plaintiff or Class Member that first arise after the Final Judgment and Order becomes final.

9. Covenant Not To Sue. Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves) covenant and agree not to bring, commence, initiate or assert any lawsuit, action, filing, claim, cause of action, regulatory investigation or enforcement, administrative or regulatory proceeding, rulemaking, hearing, appeal, adjudication or other proceeding in any jurisdiction or forum against any ArcelorMittal Releasee for any matter released by this Settlement Agreement. Plaintiffs and all Class Members (both personally and on behalf of any person or entity who might claim through them or on their behalves) further covenant and agree not to encourage or solicit others to institute any such claims, actions or proceedings against any ArcelorMittal Releasee relating to the allegations made in the Litigation or any matters released herein.

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

other than PennEnvironment, Inc. v. ArcelorMittal Monessen LLC, et al., Civil Action No. 2:15-cv-01314-CRE (W.D. Pa.).

11. Opt-Outs. This Settlement Agreement is expressly contingent upon no more than 20 Class Members opting out of the settlement and/or seeking to be excluded pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure. Should more than 20 Class Members in total file requests to be excluded from the Class pursuant to Rule 23(c)(2) of the Federal Rules of Civil Procedure, ArcelorMittal may withdraw from this Settlement Agreement and have no further obligations under this Settlement Agreement whatsoever. In the event that ArcelorMittal withdraws from this Settlement Agreement as provided in this paragraph, the Parties shall return to litigation as though no Settlement Agreement ever existed.

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

13. Return or Destruction of Confidential Information. Each Party shall comply with its obligations under Section 10 of the Agreed Protective Order entered by the Court on December 4, 2015 (Doc. #60) with respect to the return or destruction of any Confidential Information produced in this litigation.

14. Miscellaneous Provisions.

a. All exhibits attached to the Settlement Agreement are completely incorporated.

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

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

d. The terms or provisions of this Settlement Agreement may not be changed, waived, modified, or varied in any manner whatsoever unless in writing duly signed on behalf of all Parties; any such modification shall be with the consent of the Court without further notice to the Class unless the Court requires such additional notice. Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of its provisions, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Settlement Agreement by such other Party.

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

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

g. Notices of breach or termination required by this Settlement Agreement shall be submitted either by first class mail, overnight delivery or in person to each Party signing this Settlement Agreement:

ArcelorMittal Monessen LLC
c/o Vincent Atriano
2000 Huntington Center
41 South Hight Street
Columbus, OH 43215

Steven D. Liddle
Liddle & Dubin, P.C.
975 E. Jefferson Avenue
Detroit, MI 48207

h. All terms of this Settlement Agreement shall be governed by and interpreted in accord with the Federal Rules of Civil Procedure and other federal law to the extent applicable, otherwise the law of the State of Pennsylvania shall govern without reference to conflict of laws. This Settlement Agreement shall be enforced solely in this Court. ArcelorMittal and Plaintiffs waive any objection which each such Party may now have or hereafter have to the venue of any such suit, action, or proceeding to enforce this Settlement Agreement, irrevocably consents to the jurisdiction of this Court in any such suit, action, or proceeding, and agrees to accept and acknowledge service of any and all process which may be served in any such suit, action, or proceeding.

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

j. Because of the arms-length negotiations described above, all Parties hereto have contributed substantially and materially to the preparation of this Settlement Agreement.

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

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

ATTEST:
Mark Schuch
Christine Benekke

THE CLASS:
By: Steven D. Liddle
STEVEN D. LIDDLE, ESQ.
By: James E. DePasquale
JAMES E. DEPASQUALE, ESQ.

ATTEST:
Michael A. ...
Monica ...

ARCELORMITTAL MONESSEN LLC
By: Vincent Atriano
VINCENT ATRIANO, ESQ.
By: Arthur H. Stroyd, Jr.
ARTHUR H. STROYD, JR., ESQ.