

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.)	
)	
)	
)	

FINAL JUDGMENT AND ORDER

Upon review and consideration of the Parties' Joint Motion for Final Approval of Class Action Settlement, Certification of Settlement Class, Appointment of Class Representatives, and Appointment of Class Counsel, the proposed class action settlement on the terms in the Parties' Settlement Agreement that was fully executed as of July 29, 2016 and previously filed with the Court on July 29, 2016 the Settlement Hearing held on November 14, 2016, the memoranda and arguments of counsel, and any objections to the settlement having been overruled,

IT IS HEREBY ORDERED and adjudged as follows:

1. Except as otherwise defined herein, all capitalized terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.
2. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure ("Rule(s)"), the terms of the Settlement Agreement dated July 29, 2016, relating to the above-captioned

action are hereby finally approved as fair, reasonable, and adequate in light of the factual, legal, practical, and procedural considerations raised by this Action.

3. Solely for the purpose of settlement in accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(3), this Court hereby finally certifies the following Class:

All owner/occupants and renters of residential property residing within one and one-half (1.5) miles of the ArcelorMittal Monessen facility's property boundary.

4. The Court appoints Named Class Representatives Viktoryia Maroz, and Edward Tolliver as representatives of the Class.

5. Pursuant to Rule 23(g), the Court appoints Steven D. Liddle, Esq., Nicholas A. Coulson, Esq., and James E. Depasquale, Esq., as Class Counsel.

6. The Court finds that, pursuant to Rules 23(a) and (b)(3), in light of the current posture of this case as a class action:

- a. The Class is so numerous that joinder of all members is impracticable.
- b. There are questions of law or fact common to the Class.
- c. The claims of the Named Class Representatives are typical of the claims of the Class.
- d. The Named Class Representatives and Class Counsel have fairly and adequately protected the interests of the Class and will continue to do so.
- e. The questions of law or fact common to members of the Class, and which are relevant for settlement purposes, predominate over the questions involving only individual members.
- f. Certification of the Class is superior to other available methods for the fair and efficient adjudication of the controversy.

7. After due consideration of the Named Class Representatives' likelihood of success at trial; the range of the Named Class Representatives' possible recovery; the point within or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; the complexity, expense, and duration of the action, the substance and amount of opposition to the settlement; the state of proceedings at which the settlement was achieved, this Court finds that the settlement is fair, adequate, and reasonable. In particular, in light of the significant possibility that ArcelorMittal could prevail on the merits based on one or more of the defenses pleaded in its Answer or otherwise, it is clear that the settlement falls well within the range of settlement terms that would be considered fair, adequate, and reasonable. Accordingly, the settlement should be and is approved and shall govern all issues regarding the settlement and all rights of the Parties, including the Class Members. Each Class Member (except those who have affirmatively excluded themselves from the Class) shall be bound by the terms and provisions of the Settlement Agreement and this Order, including the releases and covenants not to sue set forth in the Settlement Agreement, which are hereby incorporated by reference and become part of the final judgment in this action.

8. The Court finds that the notification provided for and given to the Class constitutes the best notice practicable under the circumstances and is in full compliance with the notice requirements of due process and Rule 23 of the Federal Rules of Civil Procedure.

9. Class Counsel shall cause the Settlement Fund to be disbursed in accordance with the Settlement Agreement. Specifically, Class Counsel shall cause a check to be mailed to each Class Member that timely submits an approved claim form as payment under the terms of the Settlement Agreement, as provided therein and in the Class Notice.

10. A list of those Class Members who opted out or excluded themselves from the Class is attached to this Order as Exhibit "A."

11. Class Counsel shall disburse to the Named Class Representatives the respective compensation specified below from the Settlement Fund, which the Court finds to be warranted by the activities and leadership undertaken by each of the Named Class Representatives:

Viktoryia Maroz	\$7,500
Edward Tolliver:	\$2,500

12. The Court having awarded Class Counsel attorneys' fees and costs in the Order Awarding Attorneys' Fees and Costs dated ~~November 22~~ November 14, 2016 (hereinafter, the "Fee Order"), Liddle & Dubin, P.C. shall release from the Settlement Fund the amount of the fee and expense awards made in this case, as set forth in the Fee Order, among Class Counsel after the Effective Date.

13. All claims against ArcelorMittal are hereby dismissed on the merits and with prejudice.

14. Release language. 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 Members 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.

15. Each and every Class Member not appearing on Exhibit A is bound by this Order and Final Judgment, and will remain forever bound, regardless of whether such Class Member ever files a proof of claim.

16. The 8 Class Members on Exhibit A hereto identified as having opted out have duly and timely requested exclusion from the Class, are excluded from the Class, not bound by this Order and Final Judgment, and may not under the circumstances make any claim or receive any benefit from the settlement.

17. This Court hereby retains jurisdiction over all matters relating to the interpretation, effectuation, and enforcement of the Settlement Agreement. The Court retains

further jurisdiction to enforce this Order and Final Judgment. The reservation of jurisdiction by this Court in this matter does not affect in any way the finality of this Order.

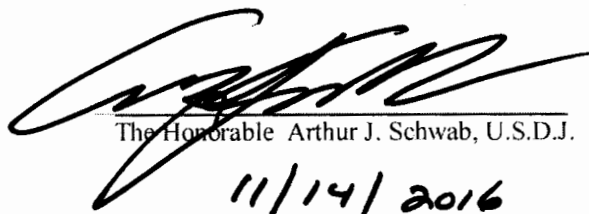
18. This Order and Final Judgment does not release the obligations set forth in the Settlement Agreement.

19. Entry of final judgment and final approval of the proposed settlement settles all claims arising in this Litigation.

20. This Order and Final Judgment, and the settlement and all papers relating thereto are not and shall not be construed to be an admission or concession by Defendant or any ArcelorMittal Releasee of any liability or wrongdoing whatsoever, and shall not be offered as evidence of any such liability or wrongdoing in this or any future proceeding.

21. This Order and Final Judgment, the settlement, and all papers relating thereto are not and shall not be construed to be an admission or concession by Plaintiffs with regard to the merits of their claims whatsoever, and shall not be offered as evidence as to the merits in this or any future proceeding.

SO ORDERED.


The Honorable Arthur J. Schwab, U.S.D.J.
11/14/2016