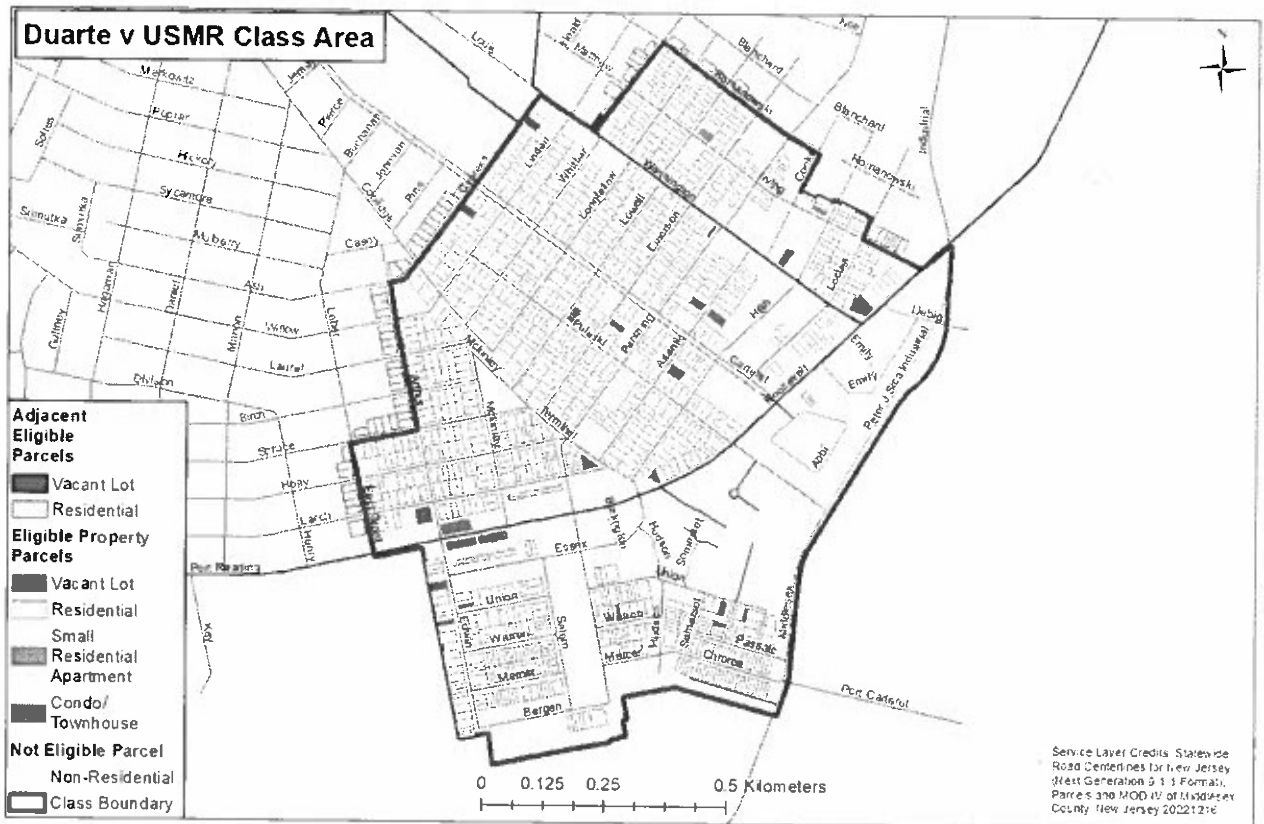


1. This Court has jurisdiction over the subject matter of this Action and jurisdiction over the Parties.
2. For settlement purposes only, this action may be maintained as a class action under Federal Rule of Civil Procedure 23 on behalf of the Settlement Class, defined as follows:

Property Damages Class: All persons who own or owned any Residential Property (as that term is defined by N.J. Admin. Code § 18:12-2.2(b) and includes ‘dwelling house[s] and the lot or parcel of land on which the dwelling house is situated [where the] dwelling is functionally designed for use and enjoyment by not more than four families and includes residential condominiums’) and (ii) vacant lots zoned for residential use in each case located within the geographical boundary defined by the map below (the “Class Area”) at any time during the Class Period, but excluding (i) properties owned by the Defendants or employees of Defendants, and (ii) properties owned by any federal, state, or local government or any subdivision of such government entities. The Class Area is generally bounded by Peter J. Sica Industrial Highway to the East, Romanowski Street to the North-East Cypress Street to the North, Arthur and East Grant Streets to the West, and Middlesex Ave. to the South. The Class includes Residential Properties located on both sides of the boundary streets. The Class Period is from January 30, 2017 to March 27, 2023.

And as illustrated by the map below:



3. In light of the agreement to settle the Action and the resulting elimination of individual issues that may otherwise have precluded certification of a litigation class, the prerequisites to class certification under Rule 23(a) are satisfied, to-wit:
 - a. The Settlement Class is so numerous that joinder of all members is impracticable;
 - b. There are questions of law and fact common to members of the Settlement Class;
 - c. The claims of the Settlement Class Representatives are typical of the claims of members of the Settlement Class.
 - d. The Settlement Class Representatives, represented by counsel experienced in complex environmental and class action litigation, will fairly and adequately protect the interests of the Settlement Class.
4. In light of the agreement to settle the Action and the resulting elimination of individual issues that Defendants contends preclude certification of a litigation class, the questions of law and fact common to all members of the Settlement Class predominate over questions affecting only individual members of the Class, and certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of this controversy, satisfying Rule 23(b)(3).
5. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Class shall be decertified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification.
6. Juan Duarte and Betsy Duarte are hereby designated as the Settlement Class Representatives for the Settlement Class.

7. The following counsel is designated and authorized to act as Settlement Class Counsel: Steven J. German and Joel M. Rubenstein of German Rubenstein, LLP; Christopher T. Nidel and Jonathan Nace of Nidel & Nace PLLC; W. Mark Lanier, Richard D. Meadow, Alex Brown, and Christopher L. Gadoury of The Lanier Law Firm, P.C.; and John M. Vlasac, Jr. and Boris Shmaruk of Vlasac & Shmaruk LLC.
8. The Court affirms the authority of Settlement Class Counsel and Settlement Class Representatives to execute the Settlement Agreement on behalf of the Settlement Class Members.
9. The members of the Settlement Class who have not exercised their right to exclude themselves from the Settlement Class agree to release the “Released Persons” (as that term is defined in the Settlement Agreement) from the “Released Claims” (as that term is defined in the Settlement Agreement) including without limitation, any and all state and federal claims, actions, demands, rights, liabilities, suits, complaints, petitions, causes of action, whether known or unknown, past, present or future, suspected or unsuspected, contingent or non-contingent that arise from facts occurring from the beginning of time through the execution date of the Settlement Agreement, including all claims for property damages, inconvenience, annoyance, economic loss, and punitive or exemplary damages in connection with such claims arising from or related to the historical operation of the USMR Smelter that is the subject matter of this litigation, the environmental investigations and cleanup conducted by Defendants, and any other property conditions allegedly associated with either historical operation of the USMR Smelter or the Defendants’ environmental investigation and cleanup, and specifically include without limitation any claims and causes of action asserted in Plaintiffs’ Fifth Amended

- Complaint (including without limitation private nuisance, trespass, strict liability, and negligence). The “Released Claims” do not include claims for personal injuries or medical monitoring or punitive or exemplary damages in connection with such claims.
10. The terms and conditions set forth in the Settlement Agreement place the Settlement Agreement within the range of fair and reasonable settlements, making appropriate further consideration at a hearing held pursuant to notice to the Settlement Class. The Court therefore preliminarily approves the Settlement Agreement and directs the parties to perform and satisfy the terms and conditions of the Settlement Agreement that are thereby triggered.
 11. A hearing (the “Fairness Hearing”) shall be held on July 26, 2023, at 2 p.m. eastern time before the undersigned via zoom. The Court will provide a zoom link that can then be published as part of the class notice, and utilized by the class members, class counsel, and defendants who wish to participate in the hearing.
 12. The date of the Fairness Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Fairness Hearing will be to (a) determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved; (b) determine whether an order and judgment should be entered dismissing this litigation with prejudice bringing the litigation to a conclusion, forever releasing the Released Persons from all Released Claims, and permanently barring Class Members from bringing any lawsuit or other action based on the Released Claims; and (c) consider other Settlement-related matters including an award of appropriate attorneys’ fees, costs, and class representative incentive awards.

13. The Court may adjourn, continue, and reconvene the Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Class, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to eligible members of the Settlement Class.
14. The Court appoints JND Legal Administration to serve as Settlement Administrator.
15. The Court has reviewed the detailed notice of proposed class action settlement (the “Individual Notice”), attached to this Order as Exhibit 1, and the Publication Notice, attached to the Order as Exhibit 2. The Court approves as to form the Individual Notice and the Publication Notice. The Court also approves the method of directing notice to eligible members of the Settlement Class, as set forth in paragraph 16 below.
16. Within 21 days of this Order, the Settlement Administrator shall prepare and cause individual copies of the Individual Notice to be sent by United States First Class Mail to eligible members of the Settlement Class whose mailing addresses can be determined through reasonable effort. The Court determines that the “reasonable effort” standard is met in this case based on the use of the existing names and addresses of property owners located in the Class Area from the electronic tax database maintained by the Borough of Carteret. The Settlement Administrator also shall mail copies of the Individual Notice to any other potential members of the Settlement Class that request copies or that otherwise come to its attention. The Settlement Administrator shall also cause the Publication Notice, the content of which shall be substantially as set forth in Exhibit 2 to this Order, to be published in the print and digital versions of the Home News Tribune, once a week for four consecutive weeks and will also make the Individual Notice and Publication

Notice available on the website dedicated to this Settlement in both English and Spanish, which shall be maintained by the Settlement Administrator. Finally, the Settlement Administrator shall establish a toll-free phone number to answer questions by the Settlement Class Members, and shall leave such toll free line open until the deadline for submission of Claim Forms.

17. The Court finds that the foregoing plan for notice to eligible members of the Settlement Class will provide the best notice practicable under the circumstances, and is in compliance with the requirements of Rule 23 and applicable standards of due process.
18. Prior to the Fairness Hearing, counsel for Defendants and Settlement Class Counsel shall jointly file with the Court an affidavit from a representative of the Settlement Administrator confirming that the plan for disseminating the notice to the Settlement Class has been accomplished in accordance with the provisions of paragraph 16 above.
19. Members of the Settlement Class who wish to exclude themselves from the Class must request exclusion within forty five (45) days of the date of the mailing of the Individual Notice to Settlement Class Members whose mailing address can be determined through reasonable effort (the "Notice Date"), and in accordance with the instructions set forth in the Individual Notice. Settlement Class Members who do not submit timely and valid requests for exclusion will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim and Release Form to the Settlement Administrator. Members of the Settlement Class who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any

orders or judgments subsequently entered in the Action, and they may not submit a Claim and Release Form to the Settlement Administrator.

- a. A Settlement Class Member that owns multiple properties within the Class Area is a member of the Class, unless the Class Member Opts-Out of the Class with respect to all Eligible Properties.
- b. For properties that are simultaneously owned by more than one Person, all Persons with a simultaneous ownership interest in the property must opt out for the opt-out to be effective, and if all Persons with a simultaneous ownership interest do not opt-out, all owners of the property shall remain part of the Class.

20. Members of the Settlement Class who do not request exclusion may submit written comments on or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) no later than the date that is forty five (45) days after the Notice Date. Any Member of the Settlement Class who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Member of the Settlement Class has submitted written objections, may pursue those objections. No Member of the Settlement Class, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Member of the Settlement Class has served and filed by first-class mail, postage prepaid and postmarked no later than the date that is forty five (45) days after the Notice Date, copies of the statement of objection, together with any supporting brief and all other papers the Member of the Settlement Class wishes the Court to consider. To be effective, a notice of intent to object to the settlement must:

- Contain a heading which includes the name of the case and case number;

- Provide the name, Eligible Property address(es), mailing address, telephone number and signature of the Settlement Class Member filing the objection;
- Provide documentary proof of membership in the Settlement Class;
- Indicate the specific reasons why the Settlement Class Member objects to the proposed class settlement;
- Contain the name, address, bar number, and telephone number of the objecting Settlement Class Member's counsel, if represented by an attorney. If the Settlement Class Member is represented by an attorney, that attorney must comply with all applicable laws and rules for filing pleadings and documents in United States District Court for the District of New Jersey; and state whether the objecting Settlement Class Member ("Objector") intends to appear at the Fairness Hearing, either in person or through counsel.

In addition, a notice of intent to object must contain the following information, if the Settlement Class Member or his, her or its attorney requests permission to speak at the Fairness Hearing:

- A detailed statement of the specific legal and factual basis for each and every objection;
- A list of any and all witnesses whom the Objector may call at the Fairness Hearing, with the address of each witness and a summary of his or her proposed testimony; and
- A detailed description of any and all evidence the Objector may offer at the Fairness Hearing, including photocopies of any and all exhibits which the Objector may introduce at the Fairness Hearing.

Any such objection, brief, notice of appearance, or other related document must be mailed to the Court at the following address: Martin Luther King Federal Building & U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101 and served upon each of the following persons:

Settlement Class Counsel: Steven German, German Rubenstein, LLP, 19 West 44th Street, Suite 1500, New York, NY 10036;

Defendants' Counsel: James Thompson III, Vinson & Elkins LLP, Texas Tower, 845 Texas Avenue, Houston, TX 77002; and

Settlement Administrator; Duarte v. U.S. Metals Refining Company; c/o JND Legal Administration; PO Box 91420; Seattle, WA 98111.

21. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.
22. Class members, class counsel, and Defendants shall submit all memoranda in support of the class settlement and response to any objections (including responses to any objections to the class settlement, class counsel's attorney's fees and costs, and class representatives' incentive awards) by July 10, 2023.
23. The Court establishes the following schedule consistent with the Parties' Settlement Agreement:

Event	Schedule
Deadline for mailing, publishing, and posting Class Notice (actual date is "Class Notice Date").	Preliminary Approval date + 21 days.
Deadline for filing attorneys' fee petition.	Preliminary Approval date +30 days.
Deadline for opting out, objecting, or submitting claim.	Class Notice Date +45 days.
Deadline for any memoranda by class members, class counsel, and defendants in support of the class settlement and response to any objections (including responses any objections to the class settlement, class counsel's attorney's fees and costs, and class representatives' incentive awards).	July 10, 2023
Fairness hearing to be held at any time 75 days after the Notice Date.	July 26, 2023 at 2 p.m. eastern time.
Establishment of Settlement Fund	Effective Date (as defined by the Settlement Agreement) + 10 days.

24. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed and suspended.

25. If the proposed Settlement Agreement is not approved by the Court or for any reason does not become effective, the Settlement Agreement will be regarded as nullified, certification of the Settlement Class for settlement purposes will be vacated, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph, paragraph 5, and paragraph 25) and any judgment entered herein) shall become void and have no further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-settlement status of the litigation. In such an event, the Settlement Administrator shall be paid by

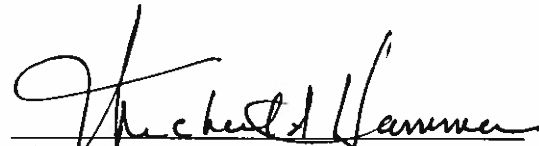
USMR for work performed on a time and materials basis pursuant to the Settlement Agreement.

26. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the Plaintiffs, Settlement Class Counsel, Defendants, any Settlement Class Member, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

27. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED:

Date: *April 19, 2023*


The Honorable Michael Hammer
United States Magistrate Judge