

**IN THE UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW JERSEY**

**Exhibit A to the Settling  
Parties' Joint Motion for Final  
Approval and Entry of Final  
Judgment**

JUAN DUARTE, BETSY DUARTE, on Behalf )  
of Themselves and all Others Similarly Situated, )

Plaintiffs, )

vs. )

UNITED STATES METALS REFINING )  
COMPANY; FREEPORT MINERALS )  
CORPORATION; FREEPORT-MCMORAN )  
INC., and AMAX REALTY DEVELOPMENT, )  
INC., )

Defendants. )

Civil Action No. 2:17-cv-01624-EP-  
MAH

Honorable Evelyn Padin  
Honorable Michael A. Hammer

**CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE**

THIS CLASS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into and executed by and among United States Metals Refining Company (“USMR”), Freeport Minerals Corporation (“FMC”), Freeport-McMoRan Inc. (“FMI”), and Amax Realty Development, Inc. (collectively “Defendants”) and Plaintiffs Juan Duarte and Betsy Duarte (together the “Settlement Class Representatives”), both individually and on behalf of the Settlement Class (as defined below), acting by and through “Settlement Class Counsel” (as defined below).

WHEREAS, the Settlement Class Representatives and the Settlement Class have asserted claims against Defendants in the Litigation (as defined below) in connection with alleged property damages, inconvenience, annoyance, economic loss, unjust enrichment, and punitive or exemplary damages arising from or related to the historical operation of the USMR Smelter (as defined below) and/or the failure to properly test and remediate “Smelter Contaminants” (as that term is defined in the Complaint (as defined below) in Carteret, New Jersey;

WHEREAS, Defendants deny and continue to deny any wrongdoing by them in connection with the historical operation of the USMR Smelter and the testing and remediation of Smelter Contaminants in Carteret, New Jersey;

WHEREAS, Defendants, the Settlement Class Representatives, and the Settlement Class desire to settle their claims on the terms and conditions stated herein without further litigation;

WHEREAS, in consideration of the promises and the mutual covenants hereinafter set forth, the Settlement Class Representatives, the Settlement Class, acting by and through Settlement Class Counsel, and Defendants have agreed to this class settlement agreement (“Agreement” as defined below).

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:

## 1. DEFINITIONS

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

- 1.1 “**Agreement**” means this class settlement agreement including all exhibits.
- 1.2 “**Class Area**” means the geographical area defined by the Plaintiff class defined in the proposed Preliminary Approval Order, attached as Exhibit A, to this Agreement, and as illustrated by the map, attached as Exhibit B.
- 1.3 “**Class Period**” means January 30, 2017 through the Execution Date.
- 1.4 “**Class Settlement Benefits**” means the combination of the Settlement Fund and the Settlement Class Counsel’s contribution to the NJDEP Program.
- 1.5 “**Complaint**” means the Fifth Amended Complaint filed in the Litigation.
- 1.6 “**Court**” means the United States District Court for the District of New Jersey.

1.7 “**Effective Date**” means the first date by which all of the events and conditions specified in paragraphs 13.1.1 through 13.1.4 of this Agreement have been satisfied and have occurred.

1.8 “**Eligible Property**” means (i) all 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 Class Area (where such land use applies 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. A preliminary list of Eligible Properties is attached as Exhibit C, subject to the review of the Settlement Administrator pursuant to Section 9.3 of this Agreement.

1.9 “**Eligible Property Payment Amount**” means the fixed per-property payment amount for each Eligible Property calculated by the Settlement Administrator based upon the available monies in the Class Settlement Fund after deduction of Class Counsel’s attorney’s fees, costs, expenses, and class representative incentive awards pursuant to Section 10 of this Agreement divided by the total number of all Eligible Properties within the Class Area.

1.10 “**Execution Date**” means the date that this Agreement is fully executed by all Parties.

1.11 “**Fairness Hearing**” means the hearing at which the Court will consider whether to give final approval to this Agreement, approve, modify or deny an award of attorneys’ fees,

incentive awards, costs and expenses, enter the Final Approval Order, and make such other final rulings as are contemplated by this Agreement.

1.12 “**Final Approval Order**” means the Court’s entry of the Final Judgment approving this Agreement.

1.13 “**Litigation**” means the class action lawsuit captioned *Juan Duarte. et al. v. United States Metals Refining, Co., et al.*, C.A. No. 2:17-cv-01624, in the United States District Court for the District of New Jersey that is now pending and any and all actions arising out of the underlying facts that are filed on behalf of the Settlement Class Members who do not exercise their right to opt out.

1.14 “**NJDEP**” means the New Jersey Department of Environmental Protection.

1.15 “**NJDEP Program**” means the community outreach, sampling and analysis, environmental remediation, restoration, and reporting associated with the residential soil cleanup program conducted by USMR in Carteret, New Jersey under the oversight of the NJDEP.

1.16 “**Notice Date**” means the date upon which the mailing of the “Individual Notice” to Settlement Class Members whose addresses can be determined through reasonable effort is complete pursuant to the requirements set out in Paragraph 16 of the proposed Preliminary Approval Order, the exact calendar date to be determined by the Settlement Administrator.

1.17 “**Opt-Out Request**” means the request for exclusion as provided for in Section 5.

1.18 “**Party**” or “**Parties**” mean the persons who have entered into this Agreement being the Settlement Class Representatives, the Settlement Class (acting by and through Settlement Class Counsel), and Defendants.

1.19 “**Person**” means a natural person, individual, corporation, association, limited liability company, partnership, limited partnership, joint venture, affiliate, and any other type of legal entity and their respective predecessors, successors, executors, administrators, representatives or assigns, including without limitation spouses, heirs, tenants, licensees, invitees, and occupants to the extent they assert claims or other interests associated with real property located in the Class Area by, through or under the Person who owns the real property.

1.20 “**Preliminary Approval**” means the Court’s order certifying the Settlement Class, directing notice to the Settlement Class, and preliminarily approving this Agreement under Federal Rule of Civil Procedure 23(e), where such approval is in substantially the same form as the Preliminary Approval Order attached as Exhibit A to this Agreement.

1.21 “**Released Claims**” means 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 execution of this 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.

1.22 “**Released Persons**” means all named Defendants in this litigation as well as their parents, subsidiaries, affiliated or related entities, and all directors, officers, employees, agents, joint ventures, legal representatives, attorneys, shareholders, insurers, predecessors, successors, assigns, and all other persons, natural or corporate, in privity with them.

1.23 “**Settlement Administrator**” means the individual or entity appointed by the Court to perform the settlement administration duties described in Section 9 of this Agreement, who shall serve as “administrator” of the Settlement Fund within the meaning of Treasury Regulation section 1.468B-2(k)(3). The Parties will recommend to the Court that JND Legal Administration serve as Settlement Administrator.

1.24 “**Settlement Class**” means the Settlement Class Members in the aggregate for the class to be certified by the Court pursuant to this Agreement solely for the purpose of effectuating this Agreement, as provided for in Section 3.

1.25 “**Settlement Class Counsel**” means the following lawyers: 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.

1.26 “**Settlement Class Member**” means any Person who owns or owned all or part of an Eligible Property at any time during the Class Period, who falls within the definition of the Settlement Class, and who does not opt out pursuant to Section 5 of this Agreement.

1.27 “**Settlement Class Representatives**” means Juan Duarte and Betsy Duarte.

1.28 “**Settlement Fund**” means USMR’s payment(s) described in Sections 9.2.1 and 9.2.2 of this Agreement that will be used to pay the monetary benefits to the Settlement Class Members, Settlement Class Counsel’s attorneys’ fees and expenses, the Settlement Class Representative incentive awards, and any settlement administration costs in excess of \$250,000 (if any), as described in this Agreement. The Settlement Fund shall be structured and operated by the Settlement Administrator in a manner so that it qualifies as a “qualified settlement fund” under section 468B(d)(2) of the Internal Revenue Code and Treasury Regulation §1.468B-1.

1.29 “**Settlement Fund Escrow Account**” means the escrow account established and managed by the Settlement Administrator to hold and distribute the Settlement Fund.

1.30 “**USMR Smelter**” means the industrial facility that is the subject matter of Plaintiffs’ Fifth Amended Complaint, which was located on Middlesex Avenue in the Borough of Carteret, Middlesex County, New Jersey, and which includes without limitation all of USMR’s former copper smelting, copper refining and other industrial and commercial operations conducted in and around that location.

## 2.NO ADMISSION OF WRONGDOING OR LIABILITY

2.1 Nothing in this Agreement or in any final judgment, or order of dismissal entered in the Litigation, constitutes an admission or concession of any liability or wrongdoing by Defendants or that there is any validity to any allegation in the Complaint. Settlement Class Counsel and Settlement Class Representatives shall not state or imply that Defendants have admitted or conceded any liability or wrongdoing. Nor shall they state or imply to anyone that, by this Agreement, or by USMR’s payment to the Settlement Fund or performance of the NJDEP Program, any of the Parties have acknowledged any validity to or weakness in the claims or the defenses asserted in the Litigation. 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 Released Person(s) for purposes of establishing liability or in an effort to certify a class action against any Released Person(s) for claims related in any way to the factual circumstances giving rise to this Litigation or in an effort to certify any claim against any Released Party. This Agreement and the Final Approval Order are specifically allowed to be utilized in any proceeding: (i) as may be necessary to consummate or enforce this Agreement, or (ii) against Settlement Class Representatives or Settlement Class Members or by any of the Released Person(s) to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense. A breach of the provisions of this paragraph 2.1 shall entitle the aggrieved person(s) to an injunction from any such future conduct and an award of attorneys' fees and costs associated in obtaining the injunction, but only against the Party, Settlement Class Member, or person responsible for such breach subject to this paragraph.

### **3.SETTLEMENT CLASS CERTIFICATION**

3.1 Plaintiffs, on consent, will amend the operative Complaint to modify the current class definition so that it is consistent with the proposed class defined in the proposed Preliminary Approval Order attached as Exhibit A and the Class Area map as defined by Exhibit B.

3.2 Defendants agree that, solely for the purposes of the class settlement embodied in this Agreement and its implementation, they will not oppose the certification of a Settlement Class, as more particularly described in this Agreement. The Settlement Class Members and Settlement Class Counsel agree that they will not use, suggest or offer the fact that Defendants did not oppose the certification of the Settlement Class as grounds to certify or affirm on appeal a litigation class, including in the event the proposed class settlement described by this



Agreement is not finally approved and Defendants resume their opposition to Plaintiffs' motion for certification of a litigation class.

3.3 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 claims of the Settlement Class Members, Settlement Class Counsel has concluded that this Agreement provides Class Settlement Benefits to the Settlement Class Members that are fair, adequate, reasonable, and in the best interest of Settlement Class Members. The Parties and Settlement Class Counsel agree to recommend approval of this Agreement to the Court, and to support approval of this proposed class settlement as fair, adequate and reasonable. Settlement Class Counsel further agrees to undertake their best efforts, including all reasonable and proper steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval Order.

#### **4. NOTICE OF PROPOSED CLASS SETTLEMENT**

4.1 Provided no appeal is taken of the Preliminary Approval of this Agreement and certification of the Settlement Class, the Parties agree to work with the Settlement Administrator to provide notice of the proposed class settlement to the Settlement Class as required by Federal Rule of Civil Procedure 23 and all applicable due process requirements. Subject to Court approval, notice shall be provided in a manner substantially similar to that outlined in the notice plan included as part of the proposed Preliminary Approval Order attached as Exhibit A.

4.2 The cost of the notice described in Paragraph 4.1 and other settlement administration costs up to an aggregate total of \$250,000 will be paid by USMR. Any

settlement administration costs in excess of \$250,000 shall be paid from the Class Settlement Fund subject to the approval by the Parties and the Court.

4.3 The text of the notices to the Settlement Class as described by Paragraph 4.1, shall be substantially equivalent to the notices included with the proposed Preliminary Approval Order that is attached as Exhibit A. A preliminary list of Settlement Class Members and mailing addresses for individual notice is attached as Exhibit C. The Settlement Administrator shall have the discretion to add to or subtract from this list consistent with the definition of the Settlement Class and the notice requirements of Federal Rule of Civil Procedure 23.

4.4 Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Motion for Preliminary Approval attaching this Settlement Agreement is filed with the Court, the Settlement Administrator shall serve upon the Attorney General of New Jersey, the Attorneys General of any other state where the listed address for an owner of an Eligible Property is a state other than New Jersey (based on the most recent Borough of Carteret tax records), the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law. Expense of such CAFA Notice shall be treated as a cost of claims administration under Section 11 of this Settlement Agreement.

## **5.OPT-OUT PROCEDURE**

5.1 Settlement Class Members who want to be excluded from the Settlement Class must send a written request for exclusion clearly evidencing their desire to opt out of the proposed class settlement (“Opt-Out Request”) and signed by them or their duly authorized representative with documentation of such representative authorization to:

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

postmarked no more than forty five (45) days after the Notice Date.

5.2 A Settlement Class Member that owns multiple Eligible Properties within the class must opt-out all Eligible Properties or alternatively have all Eligible Properties stay within the class. In other words, a single Settlement Class Member cannot have some Eligible Properties within the class and others excluded from the class. In the event a Settlement Class member seeks to opt-out some Eligible Properties and not others, the Parties will request that the Court deem all Eligible Properties owned by the Settlement Class Member in question to have not properly opted out of the Class Settlement Benefits and that such Settlement Class Member be deemed to have fully participated in the Class Settlement Benefits. Any exception to this procedure must be made in writing by the Settlement Administrator and approved by Settlement Class Counsel and Defendants.

5.3 A Settlement Class Member who elects to opt-out of the Settlement Class must follow the procedure established in this subsection. The opt-out right must be exercised individually by the individual Settlement Class Member, and not as a member of a group, and except in the case of a deceased, minor, or incapacitated Settlement Class member, not by the act of another person acting or purporting to act in a representative capacity. For Eligible Properties that are owned by more than one Person during the same time period, all Persons with an ownership interest in the property must opt out for the opt-out to be effective, and if all Persons with an ownership interest do not opt-out, all owners of the Eligible Property shall remain part of the Class.

5.4 Settlement Class Counsel, within seven (7) days from the running of the opt-out period, shall prepare or obtain from the Settlement Administrator, a preliminary list of the names and property descriptions for all Persons that submitted an Opt-Out Request and will

provide the list to Defendants' Counsel. Settlement Class Counsel shall provide to Defendants a final list of Persons who have elected to opt out of the Settlement Class within twenty-one (21) days from the running of the opt-out period. The Parties will file the final Opt-Out list with the Court as part of their Motion for Final Approval or as otherwise directed by the Court. Persons who submit a valid Opt-Out Request (and do not withdraw such request prior to the entry of the Final Approval Order) are not Settlement Class Members, and will not be bound by any final judgment entered in this case or the release contained in this Agreement. Opt-outs will also not be eligible for any of the Class Settlement Benefits provided to Settlement Class Members under this Agreement.

## 6. OBJECTION PROCEDURE

6.1 Settlement Class Members who do not request exclusion from the Settlement Class may object to the proposed class settlement. Settlement Class Members who choose to object to the proposed class settlement must file written notices of intent to object in accordance with this subsection. Any Settlement Class Member may appear at the Fairness Hearing, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed class settlement, on the application for an award of attorneys' fees and costs, and on the applicable Settlement Class Representatives incentive awards. The right to object to the proposed class settlement must be exercised individually by an individual Settlement Class Member, not as a member of a group or subclass and, except in the case of a deceased, minor, or incapacitated Settlement Class Member, not by the act of another person acting or purporting to act in a representative capacity.

6.2 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.

6.3 No later than forty five (45) days after the Notice Date, all objections shall be filed with the Court, sent to the Settlement Administrator by first class mail or hand delivery, and served upon each of the following counsel:

- (a) Settlement Class Counsel:  
Steven J. German  
German Rubenstein, LLP  
19 West 44th Street, Suite 1500  
New York, NY 10036; and

(b) Defendants' Counsel:  
James D. Thompson III  
Vinson & Elkins LLP  
Texas Tower  
845 Texas Avenue  
Houston, TX 77002

6.4 Any Person who opts out of the class pursuant to Section 5 of this Agreement is not eligible to object to the proposed class settlement.

6.5 Any Settlement Class Member who does not file a timely notice of intent to object in accordance with this subsection shall waive the right to object or to be heard at the Fairness Hearing and shall be forever barred from making any objection to the proposed class settlement. Persons who own Eligible Property but do not wish to be Settlement Class Members have the right to exclude themselves from the proposed class settlement and pursue a separate and independent remedy against any or all Released Persons by complying with the exclusion provisions set forth in Section 5, above. Settlement Class Members who object to the proposed class settlement shall remain Settlement Class Members, and have voluntarily waived their right to pursue a remedy independent of this Litigation against Released Persons. To the extent any Settlement Class Member(s) objects to the proposed class settlement, and such objection is overruled in whole or in part, such Settlement Class Member(s) will be forever bound by the Final Approval Order. Potential Settlement Class Members can avoid being bound by any judgment of the Court by complying with the exclusion provisions in Section 5, above.

## **7.FINAL COURT APPROVAL**

7.1 After Notice is given pursuant to Paragraphs 4.1 through 4.4, the Settlement Class, acting by and through Settlement Class Counsel, and Defendants shall jointly move for

the Court's final approval of the class settlement set out in this Agreement, and agree to use their best efforts to obtain such approval under Federal Rule of Civil Procedure.

7.2 The Parties shall file with the Court an agreed proposed Final Approval Order, Judgment and Order of Dismissal that (i) approves the class settlement as fair, adequate and reasonable under Federal Rule of Civil Procedure 23, (ii) dismisses the Litigation with prejudice, (iii) enjoins all further litigation on the Released Claims against Released Persons, and (iv) enters final judgment (with continuing jurisdiction to administer the settlement), substantially in the form attached as Exhibit D ("Final Approval Order"). The proposed Final Approval Order shall be filed by the Parties prior to the Fairness Hearing.

7.3 The Settlement Class, acting by and through Settlement Class Counsel, shall use their best efforts to resolve any and all objections that may arise or be filed with respect to the proposed class settlement. Defendants will not be obligated to contribute any money for addressing or resolving any objector issue.

7.4 If any person, other than the Parties hereto, appeals the Court's Final Approval Order, the Parties will use their best efforts to defeat the appeal with each Party to bear its own costs.

7.5 The terms of this Agreement are conditioned upon the Court's Final Approval Order being entered substantially in the same form attached as Exhibit D to this Agreement; and, in the event the Final Approval Order is appealed, the dismissal of said appeals or affirmance of the Court's Final Approval Order.

7.6 In the event of any appeal, all dates triggered after the date of Preliminary or Final Approval are stayed for the pendency of the appeal.

## 8. TERMINATION

8.1 If the Court or any appellate court enters a final, non-appealable order altering this Agreement in a way that materially and adversely affects the Settlement Class or Defendants, the affected Party may void the Agreement within twenty (20) business days from the date that such order becomes final and non-appealable by giving written notice of intent to the other Party and the Court to void the Agreement as provided in this Agreement. Notwithstanding the above, the Court's entry of an order for Settlement Class Counsel's attorneys' fees, costs, expenses and incentive awards below the maximum fee and incentive award request (as described in Paragraph 10) shall not be grounds to void the class settlement between Defendants and the Settlement Class set out in this Agreement. The only remedy in the event of a fee request award below the maximum fee request shall be a separate appeal by Settlement Class Counsel of the attorneys' fees, costs, expenses and incentive awards award provided by the Court, and such appeal shall be severable from the final judgment as to the Settlement Class.

8.2 Defendants shall have the absolute right, in their sole discretion, to terminate this Agreement if the opt-out threshold equal to 29 Eligible Properties is reached. If Defendants in their discretion elect to terminate this Agreement, Defendants must provide notice of termination of this Agreement within ten (10) business days as provided in this Agreement after receipt of the Final List of Settlement Class Action Opt-Outs from the Settlement Class Counsel as described in Section 5.4.

8.3 The Parties agree that, if final approval of the Agreement is not achieved, or the Agreement is terminated and voided, the settlement and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Parties, and the Parties



further agree to jointly move the Court to vacate all Orders issued pursuant to this Agreement and certification of the Settlement Class.

## 9.SETTLEMENT CLASS RELIEF

### 9.1 **The Settlement is Fair, Adequate and Reasonable**

9.1.1 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 claims of Settlement Class Members, Settlement Class Counsel has concluded that this Agreement: (1) is desirable to resolve in a final and complete manner the pending and potential claims of the Settlement Class related to the historical operation of the USMR Smelter and any pollution or contamination related to that operation as well as the environmental investigations and cleanup conducted by or on behalf of Defendants all of which are at issue in the Litigation; (2) provides meaningful Class Settlement Benefits to Settlement Class Members; and (3) is fair, adequate, and reasonable and they will submit this Agreement for Court approval.

9.1.2 The Parties have agreed in this Agreement to provide for the resolution of any and all disputes concerning the Released Claims, and believe that this Agreement provides substantial and meaningful benefits to the Settlement Class Members.

9.1.3 The Parties agree that this proposed class settlement does not terminate or modify USMR's obligations under the regulatory cleanup program currently being conducted in Carteret under the oversight of the NJDEP; nor does it impact any future action by the State of New Jersey in Carteret under applicable environmental laws.

9.1.4 Defendants expressly state that this Agreement does not resolve any claims they possess for, *inter alia*, contribution, indemnity or any independent causes of action against other Persons who are not Parties to this Agreement. All Parties agree that Defendants

preserve any and all claims against any other Person (except not including Settlement Class Members) and that such claims survive the execution of this Agreement notwithstanding any of the release language in this Agreement.

9.1.5 USMR has spent more than \$61 million to date on community outreach, sampling and analysis, environmental remediation, and reporting associated with NJDEP Program. The Class Settlement Benefits include the Plaintiffs' Counsel's contribution to the NJDEP Program including, but not limited to, technical review, comments, oversight, monitoring of the NJDEP Program, and an extensive deposition of the responsible oversight authority for the program (the "LSRP") which ultimately influenced and enhanced the USMR residential cleanup program within the Area of Concern ("AOC"). The majority of the cost for the NJDEP Program has been incurred during the course of this Litigation.

## 9.2 **Settlement Fund**

9.2.1 USMR shall make a payment totaling \$42,000,000 to the Settlement Fund Escrow Account established by the Settlement Administrator on or before the date 10 business days after the Effective Date.

9.2.2 Defendants have also negotiated a separate proposed settlement with certain property owners outside of the Class Area (the "Settling Individual Homeowners"). In the event that the total aggregate of payments to all Settling Individual Homeowners (which include Settlement Individual Homeowners' attorneys' fees and costs) is less than \$2 million, USMR will also pay the remaining amount to reach a total of \$2 million to the Settlement Fund Escrow Account (*e.g.*, payments to Settling Individual Homeowners plus this potential payment to the Settlement Fund Escrow Account equal \$2 million). USMR shall make the payment under this Section 9.2.2 (if any) to the Settlement Fund Escrow Account on or before

the date 10 business days after the later date of (i) the Effective Date, or execution of formal settlement documents and payments to all Settling Individual Homeowners.

9.2.3 Cash benefits will be distributed to the Settlement Class Members from the Settlement Fund Escrow Account by the Settlement Administrator. The payment structure to the Settlement Class Members is based on a per-property payment of the Eligible Property Payment Amount that is the same for each Eligible Property in the Class Area.<sup>1</sup> In cases where multiple Settlement Class Members have an ownership interest in an Eligible Property, the Settlement Class Members share the Eligible Property Payment Amount for that Eligible Property as set out in Section 9.3.4. All payments from the Settlement Fund shall be pursuant to the terms of the Escrow Agreement, included as Exhibit E.

9.2.4 The Settlement Administrator shall calculate the Eligible Property Payment Amount after (i) there is a final, non-appealable order on the amount of Settlement Class Counsel's attorneys' fees and costs, Settlement Class Representative incentive awards, and settlement administration costs to be deducted from the Settlement Fund, (ii) receipt of the payments under Sections 9.2.1 and 9.2.2 are complete, and (iii) the Settlement Administrator completes a list of all Eligible Properties and that list has been approved by Defendants and Settlement Class Counsel.

9.2.5 The Settlement Administrator will provide Settlement Class Counsel, Defendants, and the Court with a final report within thirty (30) days after completion of cash distributions to the Settlement Class Members, except as otherwise ordered by the Court. This final report shall provide an accounting of the claim forms received, those accepted for payment, the payment amounts, and the administrative costs. Upon reasonable notice and the

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<sup>1</sup> There are a handful of Eligible Properties that changed use from "residential" to an excluded land classification during the Class Period. Owners of these properties will be eligible for a payment that is proportional to the time period the property was classified as residential.

request of Settlement Class Counsel, Defendants or the Court, the Settlement Administrator will provide periodic status reports during the pendency of the claims review and adjustment process.

### 9.3 **Claim Submission and Payment Requirements**

9.3.1 In order to be eligible for monetary benefits under this Agreement, each Settlement Class Member must execute a properly-completed Claim Form, including a declaration under the penalties of perjury, that all of the factual matters set out on the Claim Form are true and correct. The Claim Form shall be substantially equivalent to the form attached to the draft individual notice included with the Preliminary Approval Order attached as Exhibit A. Complete Claim Forms must be received before the payment of any monetary benefit to Settlement Class Member. To the extent any Settlement Class Member is unable to produce a deed; HUD-1 Settlement Statement, consolidated Closing Disclosure, or other recognized closing statement form; or other government record evidencing ownership as required by Section 9.3.3 herein, the Settlement Class Member shall cooperate with the Settlement Administrator in providing such other and further information as may be reasonably requested to verify ownership of the relevant Eligible Property, including a signed records authorization release that may be utilized by the Settlement Administrator to obtain other pertinent and necessary records to verify ownership of the relevant Eligible Property. Failure to cooperate with the Settlement Administrator in a timely manner shall be a sufficient basis for denial of the claim, in whole or in part. The Parties will obtain a confidentiality agreement from the Settlement Administrator requesting that it treat any private information obtained from Settlement Class Members as confidential, subject to the requirements of the Court.

9.3.2 New Claims Forms or previously filed claims adding new properties will not be accepted after the date 45 days after the Notice Date. Notwithstanding the above, the Settlement Administrator may approve a reasonable opportunity to cure deficiencies in timely submitted Claim Forms as well as the late-acceptance of new Claim Forms where the Settlement Administrator finds excusable neglect, but in no event shall the Settlement Administrator process Claim Forms that are filed, or remain incomplete or deficient after the date 60 days after the deadline for submission of Claim Forms. Any exceptions to these deadlines not expressly approved by both Class Counsel and Defendants may be made only by the Court following petition by the Settlement Administrator.

9.3.3 The Settlement Administrator shall ensure that the Settlement Class Member demonstrates ownership of the relevant Eligible Property prior to making a payment to that Settlement Class Member. In general, demonstrating evidence of proof of record title ownership by the Settlement Class Member must be supported by a deed; HUD-1 Settlement Statement, consolidated Closing Disclosure, another recognized closing statement form; other government record evidencing ownership, or the provided declaration supported by other valid proof of ownership as requested by the Settlement Administrator. With prior written approval of Settlement Class Counsel and Defendants, the Settlement Administrator may establish additional rule(s) for ownership determinations that facilitate proof of record title ownership to reasonable degree of certainty and prevent fraud. If the Settlement Administrator determines that additional information is needed from the Settlement Class Member to verify record title ownership during the Class Period, the Settlement Administrator will attempt to contact the Settlement Class Member to obtain the information.

9.3.4 A single Settlement Class Member who owns multiple Eligible Properties within the Class Area may make a claim for each Eligible Property. For a single Eligible Property owned by the same multiple individuals over the Class Period, the Eligible Property Payment Amount will be made payable jointly to all of the individual property owners. If the Eligible Property changed ownership during the Class Period, then the Eligible Property Payment Amount will be divided among the owners/owner groups for that Eligible Property on a time weighted basis over the Class Period.

9.3.5 The Parties hereby authorize the Settlement Administrator to adopt reasonable rules and implementation procedures for purposes of distributing the Settlement Fund consistent with the terms of Agreement. The Parties have agreed to recommend a Settlement Administrator to the Court that has experience in administering environmental class actions. While the Settlement Administrator is encouraged to consult with Settlement Class Counsel and counsel for Defendants regarding such decisions, determinations based on reasonable rules that are consistent with this Agreement implemented by the Settlement Administrator are final for purposes of this Agreement.

9.3.6 Settlement Class Members must possess a social security number or federal tax ID number and provide that number with their Claim Form.

9.3.7 In the event that the owner or owner group for an Eligible Property during all or a portion of the Class Period opt(s) out; or fail(s) to complete the Claim and Release Form; or provides a Claim and Release Form with incomplete or inaccurate ownership documentation and fails to correct or supply such information after given reasonable notice of and an opportunity to do so, the settlement payment that such owner or owner group would have been entitled to will be considered unclaimed funds and will be subject to the reversion to

USMR and then, if the reversion cap is met, allocated to Class Members, as set forth in Paragraph 9.4 of this Agreement.

9.3.8 All payments issued to Class Members via check will state, on the face of the check, that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent that a check issued to a Class Member(s) is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall revert to the Settlement Fund, to be distributed as unclaimed funds. To the extent that no claim is made for an Eligible Property within the claims period, the unclaimed funds shall be distributed to the reversion to USMR and then, if the reversion cap is met, allocated to the Class Members who have filed complete and accurate claim forms pro rata, as set forth in Paragraph 9.4 of this Agreement.

9.4 **Reversion of Funds to USMR.** After the Settlement Administrator determines that all valid and timely Claim Forms have been adjusted and paid according to the terms of this Settlement Agreement, any remaining monies in the Class Settlement Fund, if any, shall revert to USMR. Notwithstanding the above, however, the reversion to USMR shall not exceed 30% of the amount in the Settlement Fund after deduction of Class Counsel's attorneys' fees, costs and expenses, and payment of approved incentive awards. If there are remaining monies after payment of this reversion amount to USMR, such monies shall be distributed to Class Members filing valid and timely Claim Forms pro rata.

9.5 **Execution of Individual Releases.** Each Settlement Class Member shall as part of submission of his or her Claim Form (i) execute an individual general release that is consistent with the provisions of Section 12 of this Agreement and in a form approved by the Parties, and (ii) agree not to disparage USMR's regulatory cleanup program. Failure to

execute such a general release and non-disparagement agreement will result in denial of payment of any settlement sums, but it will not serve to exclude the Settlement Class Member from the Settlement Class.

9.6 **Prior Agreements Not Voided.** Prior individual access agreements and other documents signed by Settlement Class Members in connection with the NJDEP Program shall remain in place and are not voided by this Agreement.

#### **10. ATTORNEYS' FEES, COSTS, EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

10.1 The Parties agreed to all substantive terms of this Agreement prior to reaching any agreement concerning attorneys' fees. Settlement Class Counsel shall be paid reasonable attorneys' fees and out-of-pocket costs and expenses arising from their representation of the Settlement Class Members to be paid from the Settlement Fund. Settlement Class Counsel shall file a motion with the Court seeking such fees, costs and expenses, but in no event shall Settlement Class Counsel seek an amount in fees, costs and out-of-pocket expenses that exceeds 33% of the Class Settlement Benefits, but in any case not to exceed 50% of the Class Settlement Fund. The Defendants agree to not oppose Settlement Class Counsel's fee application if it is otherwise consistent with this paragraph. Receipt by German Rubenstein, LLP of the attorneys' fees, costs and expenses payment shall be deemed as receipt thereof by each and every Settlement Class Counsel, and shall fully and completely release the Released Persons from any and all claims for any further payment for attorneys' fees, costs and expenses. The Parties acknowledge and agree that the amount of potential attorney fees, costs and expenses was not agreed until after the terms related to the Class Settlement Benefits were reached.



10.2 Settlement Class Counsel may at their sole discretion file a motion with the Court seeking incentive awards for the individual Settlement Class Representatives and the prior Class Representatives Leroy Nobles and Betty Nobles, and the Defendants agree to not oppose Settlement Class Counsel's motion for Settlement Class Representatives' incentive awards, as long as all incentive awards are drawn exclusively from the Settlement Fund and the amount of any one incentive award does not exceed \$15,000 per individual.

10.3 The Settlement Administrator shall pay the attorneys' fees, costs and incentive awards described in Paragraphs 10.1 and 10.2 from the Settlement Fund Escrow Account to German Rubenstein, LLP within 10 days after the completion of all of the following events (i) the Effective Date, (ii) entry of a final, non-appealable order by the Court awarding Settlement Class Counsel's attorneys' fees and costs and Settlement Class Representatives incentive awards, and (iii) payments to the Settlement Fund by USMR described in Sections 9.2.1 and 9.2.2.

10.4 Each Settlement Class Member who submits a Claim Form for processing under this Agreement may be represented by Settlement Class Member's counsel of the Settlement Class Member's choice, but all fees and expenses for an individual Settlement Class Member's counsel shall be paid by the Settlement Class Member pursuant to individual retainer agreement. The Released Persons shall have no obligation to pay any attorneys' fees of any Settlement Class Member, including without limitation any objecting Settlement Class Members, except as expressly set out in Paragraph 10.1 of this Agreement.

## **11.COSTS OF CLAIMS ADMINISTRATION**

11.1 All of the Settlement Administrator's costs and expenses that are necessary for the notice to the Settlement Class described in the Preliminary Approval Order attached as Exhibit A, establishment and operation of the Settlement Fund, including the claims administration

procedures described in this Agreement, and execution of the terms of the proposed class settlement up to \$250,000 shall be paid by USMR, and any settlement administration costs in excess of \$250,000 shall be paid from the Settlement Fund with approval by Defendants, Settlement Class Counsel, and the Court.

11.2 The Settlement Administrator shall also be entitled to a reasonable fee based upon fees and expenses actually incurred.

11.3 The Settlement Administrator shall perform certain pre-Effective Date administrative services, including printing and distribution of the class notice, establishment and staffing of a toll-free phone number and website to provide information to potential Settlement Class Members, receipt of Claim Forms, development of claims administration procedures and rules, and receipt and tabulation of opt-out notices. The Settlement Administrator shall be entitled to a reasonable fee for such services according to the provisions of this Agreement and the Preliminary Approval Order; but in no event shall the Settlement Administrator engage in any pre-Effective Date services except where the services were expressly authorized in writing in advance by Settlement Class Counsel and Defendants or their designated representatives.

11.4 In addition to all other rights under applicable law upon reasonable notice, Settlement Class Counsel and Defendants shall have the right to examine all books and records of the Settlement Administrator related to the processing of Settlement Fund claims under this Agreement.

## **12.SETTLEMENT CLASS MEMBERS' RELEASE AND EXCLUSIVE REMEDY**

12.1 **Complete Release.** Settlement Class Members and each of them, hereby release and forever discharge the Released Persons and each of them of and from each, every and all Released Claims as defined in Section 1.21 of this Agreement.

12.2 In connection with the complete release in Section 12.1 and to the extent allowed by law, Settlement Class Representatives and Settlement Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of the Settlement Class Representatives and the Settlement Class Members to fully, finally and forever settle and release all such Released Claims, and all claims in connection with such Released Claims, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and arise from facts occurring from the beginning of time through execution of this Settlement Agreement. In this regard, Settlement Class Representatives and the Settlement Class Members expressly waive, to the extent allowed by law, any potentially applicable statutory or common law provisions that arguably provide otherwise.

12.3 **Exclusive Remedy.** Submission of a Claim Form in accordance with the procedures set forth in this Agreement is the EXCLUSIVE method and remedy of all Settlement Class Members for any and all Released Claims. A Claim Form submitted hereunder shall be in lieu of any other remedy or right of action against the Released Persons for the Released Claims. Accordingly, no Released Person shall be subject to liability or expense of any kind to any Settlement Class Member with respect to any Released Claims, other than as set forth in this Agreement.

12.4 **Covenant Not To Sue.** Settlement Class Members shall not commence, prosecute, or cause to be commenced or prosecuted against Released Persons, or with regard to the asserted conduct of any Released Persons any action or other proceedings based upon any

Released Claims. No Settlement Class Member has assigned, sold, or otherwise transferred any Released Claims of any kind within the scope of this paragraph.

12.5 **Injunction Against Additional Litigation.** Upon Final Approval, all Settlement Class Members shall be enjoined from filing or becoming part of any action, including, without limitation, any putative class actions, filed against the Released Persons or any other person or entity in connection with any of the Released Claims or otherwise interfere with this Agreement or the settlement of the class action claims generally.

12.6 **Settlement Class Members are Responsible for All Liens.** The Settlement Class Members are responsible for satisfying any homeowners' insurance subrogation liens or interests, and all other similar or related expenses pertaining to, arising out of or in connection with the Released Claims. Defendants' monetary obligations under this Agreement are expressly limited to the settlement amounts set forth in Sections 9.2 and 11.1 of this Agreement, which represent the ONLY monetary obligations of Defendants in this Agreement.

12.7 Nothing contained herein releases, nor shall be construed to release, any continuing rights of Settlement Class Members resulting from this Agreement and the remedies and benefits created and conferred hereby.

### **13.EFFECTIVE DATE OF THE AGREEMENT**

13.1 The Effective Date on which the Agreement shall become effective and final is the last of all of the following events and conditions that have been met or have occurred:

13.1.1 The Parties, through their respective counsel, have executed this Agreement; and

13.1.2 The Court has, by entry of a Preliminary Approval Order, (i) certified the Settlement Class, and authorized Notice to be sent to the Settlement Class, and (ii) preliminarily found that the settlement set forth in this Agreement is fair, reasonable and valid,

subject to any objections that may be raised at the Fairness Hearing, and (iii) approved the method of providing notice to the relevant Settlement Class set forth herein; and

13.1.3 The Court has entered a Final Approval Order approving this Agreement as fair, adequate and reasonable under Federal Rule of Civil Procedure 23; and entered a Final Judgment substantially identical to that attached as Exhibit D; and

13.1.4 Five (5) business days have passed after the latest of the following has occurred: (i) the time to appeal from the Final Approval Order and Final Judgment has expired and no notice of appeal has been filed; (ii) in the event of an appeal, any appeal from the Final Approval Order and Final Judgment has been finally dismissed or the Final Approval Order and Final Judgment has been affirmed on appeal in a form substantially identical to the form orders entered by the Court; (iii) the time to petition for review with respect to any appellate decision affirming the Final Approval Order and Final Judgment has expired; and (iv) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order and Final Judgment by the Court in a form substantially identical to the forms entered by the Court.

#### 14. NOTICE

14.1 Any notice required to be given to the Settlement Class or its counsel or Defendants on their counsel shall be given by United States mail or delivery service or by certified mail, return receipt requested, to:

**FOR SETTLEMENT CLASS:**

Steven J. German  
German Rubenstein, LLP  
19 West 44th Street, Suite 1500  
New York, NY 10036

**FOR DEFENDANTS:**

James D. Thompson III  
Vinson & Elkins LLP  
Texas Tower  
845 Texas Avenue  
Houston, TX 77002

**15.SETTLEMENT CLASS COUNSEL’S REPRESENTATIONS AND  
WARRANTIES**

Settlement Class Counsel represent and warrant as follows:

15.1 that Settlement Class Counsel will use reasonable efforts to encourage all potential Settlement Class Members to remain in the class and not opt-out;

15.2 that the consideration paid by USMR under this Agreement is paid in full satisfaction of all liability for all Released Claims of all Settlement Class Member(s); and

15.3 that Settlement Class Counsel is authorized to enter into this Agreement on behalf of all of the Settlement Class Representatives.

**16.MISCELLANEOUS**

16.1 No press release to the news media shall be issued by Settlement Class Counsel or Defendants’ Counsel regarding this Class Settlement Agreement or the resolution of this matter unless the content of such press release is first agreed to by Settlement Class Counsel and Defendants’ Counsel. Nothing in this paragraph shall limit any attorney’s ability to reference this Settlement Agreement or their work in connection with this matter in on-line or print attorney advertising, attorney bios, or promotional law firm materials.

16.2 Settlement Class Counsel and Defendants’ Counsel agree to return to the producing Party or certify to the destruction of all produced documents and expert reports produced by the other Party in the Litigation. Notwithstanding the above, counsel may

maintain the documents necessary to meet the minimum requirements of its professional insurance coverage or other ethical obligations.

16.3 This Agreement constitutes the entire settlement among the Parties and supersedes all prior agreements or understandings between them relating to the settlement of the Litigation.

16.4 No modifications to this Settlement Agreement may be made without written agreement of all Parties and Court approval.

16.5 This Settlement Agreement shall not inure to the benefit of any third party.

16.6 The Agreement shall be governed, construed by, and follow the laws of the State of New Jersey. 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 District of New Jersey with the Honorable Judge Michael A. Hammer presiding to conduct all proceedings by the consent of the Parties in accordance with 28 U.S.C. § 636(c) and Fed. R. Civ. P. 73.

16.7 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.

16.8 To the extent any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

16.9 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, 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. The Parties acknowledge that this Agreement constitutes a negotiated compromise between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. The Parties agree that any rule of construction under which any ambiguities are construed against the drafter of a legal document is not applicable and shall not apply to this Agreement. Except as expressly set forth in this Agreement, no Party has relied on any representation or statement made by the other Party in the negotiation, drafting, or execution of this Agreement. No Party has any fiduciary or other duty to the other Party in respect of the negotiating, drafting, or execution of this Agreement.

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



Dated as of \_\_\_\_ day of March 2023.

**Defendants**

**Scott  
Statham**

Digitally signed by Scott Statham  
Date: 2023.03.27 09:28:08 -07'00'

By: \_\_\_\_\_  
K. Scott Statham  
United States Metals Refining Company

**Scott Statham**

Digitally signed by Scott  
Statham  
Date: 2023.03.27 09:28:35 -07'00'

By: \_\_\_\_\_  
K. Scott Statham  
Freeport Minerals Corporation

**Scott  
Statham**

Digitally signed by Scott  
Statham  
Date: 2023.03.27 09:29:00  
-07'00'

By: \_\_\_\_\_  
K. Scott Statham  
Freeport-McMoRan Inc.

**Scott Statham**

Digitally signed by Scott  
Statham  
Date: 2023.03.27 09:29:24  
-07'00'

By: \_\_\_\_\_  
K. Scott Statham  
United States Metals Refining Company, on behalf  
of its predecessor in interest Amax Realty  
Development, Inc.

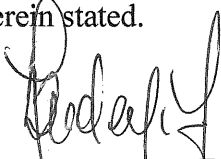
**Plaintiffs individually and as representatives  
Of the Settlement Class**

SIGNED this 24 day of March, 2023.

BY: Juan Duarte  
Juan Duarte

THE STATE OF NEW JERSEY §  
COUNTY OF Middlesex §

BEFORE ME, the undersigned authority, on this day personally appeared Juan Duarte known to me to be the person whose name is subscribed to the foregoing Class Settlement and Release Agreement, and expressly acknowledged to me that he has read the same, and that he has executed the same for the purposes of the consideration therein expressed, and in the capacity therein stated.



**JEANNINE B JOO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires: **MARCH 19, 2027**

SWORN TO AND SUBSCRIBED BEFORE ME, by the said \_\_\_\_\_, on this the 24 day of March, 2023

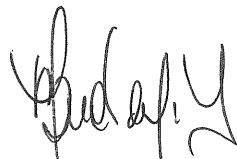
Notary Public in and for the State of New Jersey  
Notary's Printed Name: Jeannine B. Joo  
Commission Expires: March 19, 2027

SIGNED this 24 day of March, 2023.

BY: Betsy Duarte  
Betsy Duarte

THE STATE OF NEW JERSEY §  
COUNTY OF Middlesex §

BEFORE ME, the undersigned authority, on this day personally appeared Betsy Duarte known to me to be the person whose name is subscribed to the foregoing Class Settlement and Release Agreement, and expressly acknowledged to me that she has read the same, and that she has executed the same for the purposes of the consideration therein expressed, and in the capacity therein stated.




**JEANNINE B JOO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires: **MARCH 19, 2027**

SWORN TO AND SUBSCRIBED BEFORE ME, by the said \_\_\_\_\_, on this the 24 day of March, 2023

Notary Public in and for the State of New Jersey  
Notary's Printed Name: Jeannine B. Joo  
Commission Expires: March 19, 2027

**Settlement Class acting by and through  
Settlement Class Counsel**


SIGNED this 24th day of March XX, 2023.

By:   
\_\_\_\_\_  
Steven J. German  
German Rubenstein, LLP

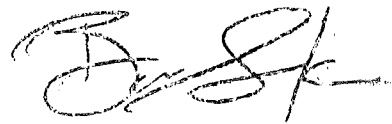
SIGNED this 24 day of March XX, 2023.

By:   
\_\_\_\_\_  
Christopher T. Nidel  
Nidel & Nace PLLC

SIGNED this 23 day of March XX, 2023.

By:   
\_\_\_\_\_  
Alex Brown  
The Lanier Law Firm, P.C.

SIGNED this 24 day of March XX, 2023.

  
By: \_\_\_\_\_  
Boris Shmaruk  
Vlasac & Shmaruk LLC

## EXHIBIT LIST

- A Proposed Preliminary Approval Order, including  
Exhibit 1: Individual Notice and Claim Form  
Exhibit 2: Publication Notice
  
- B Class Area Map
  
- C Preliminary List of Eligible Properties and Class Member Addresses
  
- D Proposed Final Approval Order, Final Judgment and Dismissal with Prejudice
  
- E Escrow Agreement

Exhibit A to Settlement Agreement

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

JUAN DUARTE and BETSY DUARTE, on )
Behalf of Themselves and all Others Similarly )
Situating, )
) Civil Action No. 2:17-cv-01624-EP-
Plaintiffs, ) MAH
vs. )
) Honorable Evelyn Padin
) Honorable Michael A. Hammer
UNITED STATES METALS REFINING )
COMPANY; FREEPORT MINERALS )
CORPORATION; FREEPORT-MCMORAN )
INC., and AMAX REALTY DEVELOPMENT, )
INC., )
)
Defendants. )

[proposed] Order Certifying Settlement Class, Preliminarily Approving Class Action Settlement, and Approving the Form and Manner of Notice

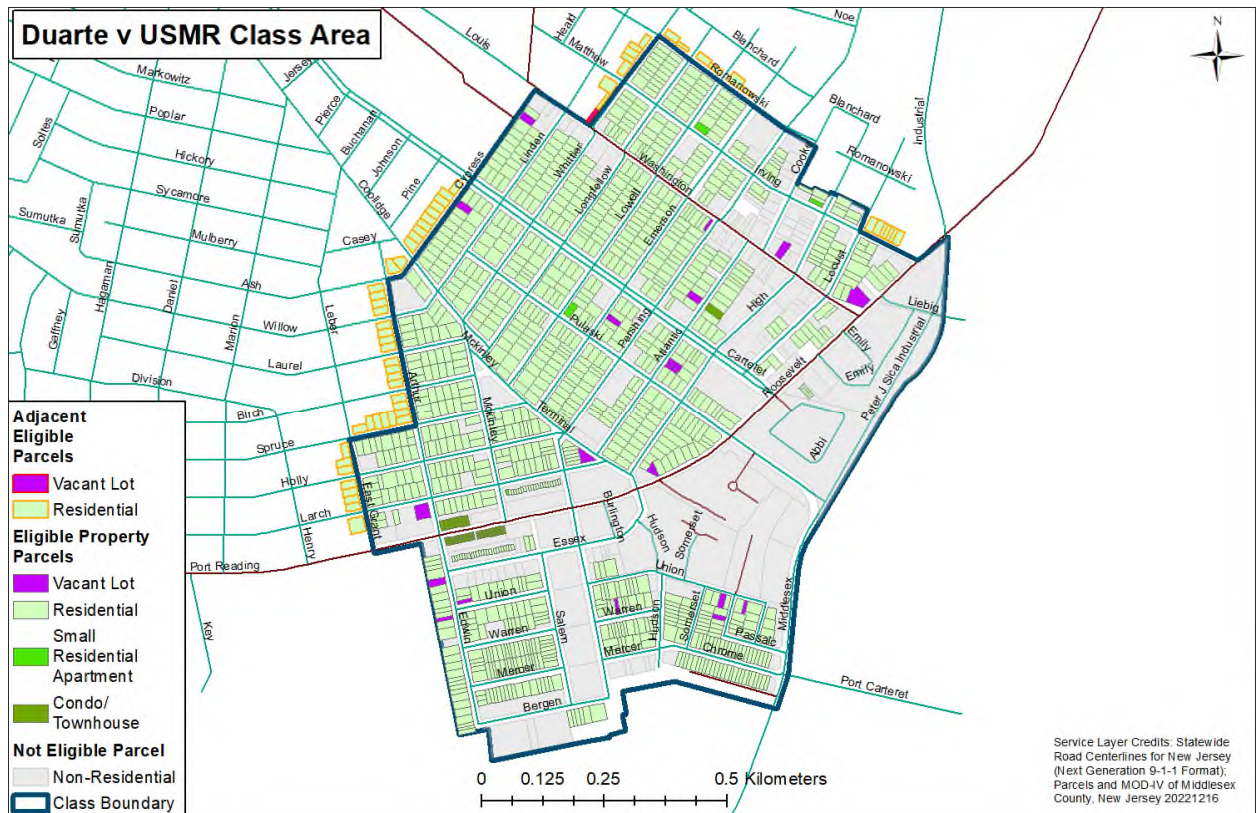
Counsel for Plaintiffs has moved under Federal Rules of Civil Procedure 23(e) for an order certifying the settlement class and appointing Settlement Class Counsel. Counsel for Plaintiffs and Defendants have jointly moved under Federal Rules of Civil Procedure 23(e) for an order: (1) preliminarily approving a class settlement on the terms and conditions set forth in the Class Settlement Agreement (the "Settlement Agreement"); (2) appointing a Settlement Administrator; and (3) approving forms and the procedures for class notice. Terms capitalized herein and not defined shall have the meanings ascribed to them in the Settlement Agreement. The Court has reviewed and considered all papers filed in connection with the motion, including the Settlement Agreement, and all exhibits attached thereto, and has heard the presentations of counsel appearing with respect thereto. On the basis thereof, and on all of the files, records, and proceedings herein,

IT IS HEREBY ORDERED THAT:

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 [insert date of settlement agreement].

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 \_\_\_\_\_, 2023, \_\_\_\_\_ .m. before the undersigned in Courtroom No. XX, United States Courthouse, United States District Court for the District of New Jersey.
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 30 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. The Court establishes the following schedule consistent with the Parties’ Settlement Agreement:

Event	Schedule
Deadline for mailing, publishing, and posting Class Notice.	Preliminary Approval date + 30 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.
Fairness hearing to be held at any time 75 days after the Notice Date.	To be scheduled on a date at least 75+ days after Notice Date.
Establishment of Settlement Fund	Effective Date (as defined by the Settlement Agreement) + 10 days.

23. 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.

24. 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.
25. 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.
26. The court retains jurisdiction over this action, the Parties, and all matters relating to the Settlement Agreement.

IT IS SO ORDERED:

Date:

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The Honorable Michael Hammer  
United States Magistrate Judge



*Juan Duarte, et al. v. United States Metals Refining Company, et al.*;  
Civil Action No. 2:17-cv-01624; United States District Court for the District of New Jersey

## **If you own or owned property located near the former USMR Smelter in the Southeast corner of Carteret, New Jersey, you may be entitled to a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The Settlement will create a cash settlement fund that equals approximately \$42,000,000, which will be used to pay (i) cash payments to eligible property owners; (ii) Class Counsel's attorneys' fees and expenses, (iii) Class Representative incentive awards, and (iv) settlement administration costs in excess of \$250,000 (if any).
- United States Metals Refining Company ("USMR") has spent more than \$61 million to date on community outreach, sampling and analysis, environmental remediation, and reporting associated with a residential cleanup program under the oversight of the New Jersey Department of Environmental Protection ("NJDEP"). The settlement benefits also include the Settlement Class Counsel's contribution to this NJDEP cleanup program.
- The Settlement will pay eligible owners of residential real property identified in the area indicated on the attached map (the "Class Area") to settle claims related to alleged property damages allegedly caused by the historical operation of the USMR Smelter in Carteret, New Jersey and/or the alleged failure to properly test and remediate any contaminants from that operation. The payments will be made in exchange for a release of claims against USMR and the other Defendants as more fully set forth in this notice.
- If you own or owned residential property in the Class Area between January 30, 2017 and [insert settlement agreement execution date], then you are a class member. Consult the Class Area map included with this notice or go to **www.CarteretSmelterSettlement.com** for a listing of eligible property addresses.
- If you are a class member, your legal rights are affected whether you act or don't act. Read this notice carefully.

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim and Release Form</b>	The only way to get a cash payment.
<b>Exclude Yourself</b>	Get no payment. This is the only option that allows you to possibly ever be part of any other lawsuit against United States Metals Refining Company, Freeport Minerals Corporation, Freeport-McMoRan Inc., and Amax Realty Development, Inc. that relates to the legal claims in this case.
<b>Object</b>	Write to the Court about why you do not agree with the Settlement but remain a class member.
<b>Go To a Hearing</b>	Ask to speak in Court about the fairness of the Settlement, but you must remain a class member to speak.
<b>Do Nothing</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this notice. Additional information is available at **[www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)**.
- The Court in charge of this case still must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

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Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

## **BASIC INFORMATION**

### **1. Why did I get this notice package?**

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves it, and after objections and appeals are resolved, property owners in the Class Area will receive the settlement benefits described in this notice.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey and the case is known as *Juan Duarte, et al. v. United States Metals Refining Company, et al.*, Civil Action No. 2:17-cv-01624. The people who sued are called the Plaintiffs, and the companies they sued, United States Metals Refining Company (USMR), Freeport Minerals Corporation, Freeport-McMoRan Inc., and Amax Realty Development, Inc., are called the Defendants.

### **2. What is this lawsuit about?**

This lawsuit arises out of the historic operations of the former USMR Smelter Site located in Carteret, New Jersey. The lawsuit claims that properties in the Class Area have been damaged by the releases of lead, arsenic, and other contaminants from the historic operation of the Smelter Site. The lawsuit also claims that the manner in which Defendants tested and remediated contaminants from the Smelter Site was inadequate and has caused and continues to cause damage to properties in the Class Area. The Defendants deny that they have done anything wrong.

### **3. Why is this a class action?**

In a class action, one or more people, called Class Representatives (for example, in this case, Juan Duarte and Betsy Duarte), sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Judge Michael Hammer is in charge of this class action settlement.

### **4. Why is there a settlement?**

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a settlement. That way, they avoid the costs and risk of a trial, and the people affected will receive compensation. The Class Representatives and the attorneys think the Settlement is best for Class Members who believe they were injured.

**WHO IS IN THE SETTLEMENT**

In order to get money from this settlement, you must be a Class Member.

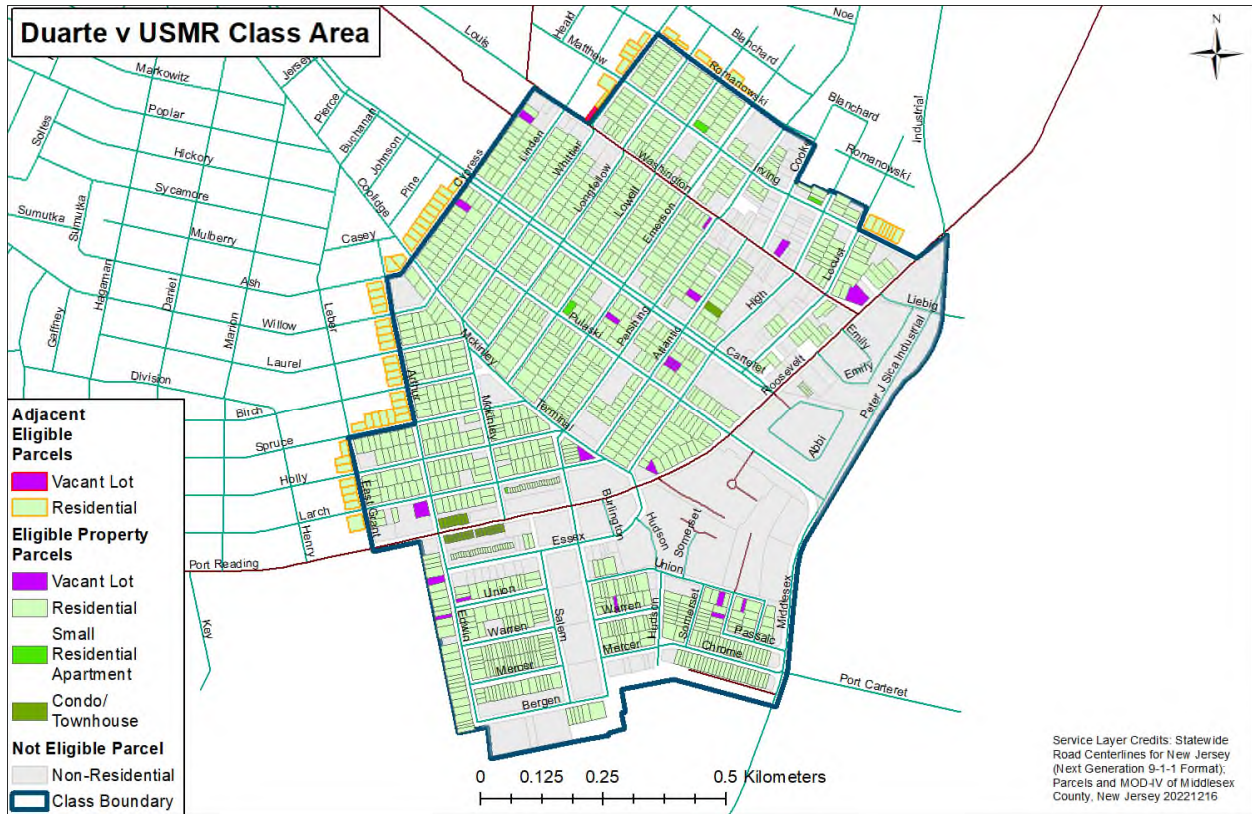
**5. How do I know if I am a part of the Settlement?**

If you received this notice in the mail without requesting it, land records show you may be a current or former owner of residential property covered by this settlement. But you should verify that you are a Class Member according to the definition and map below.

The Court has decided that everyone who fits the following description is a Class Member:

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 Avenue 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 [insert date of settlement agreement].

A map of the Class Area is set out below and a list of properties by address within the Class Area is available at the website: [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com).



**6. Which companies are included in the “Defendants”?**

The Defendants are United States Metals Refining Company, Freeport Minerals Corporation, Freeport-McMoRan Inc., and Amax Realty Development, Inc.

**7. If I own property in the Class Area but I don’t think it is damaged, am I included?**

Yes, you are still included in the Class and are entitled to benefits as long as you own property in the Class Area, even if you do not believe your property was actually damaged.

**8. I’m still not sure if I am included.**

If you are still not sure whether you are included, you can ask for free help. You can call **1-844-798-0743** and ask for assistance in determining whether you are a member of the Class or you can visit **www.CarteretSmelterSettlement.com**, which contains a list of addresses within the Class Area. The website also contains additional details about the Settlement.

If you are a Class Member, the Claim and Release Form is attached to this Notice.



**9. If my property was previously tested or remediated by the Defendants or I received other benefits from the Defendants in connection with the operation of the Smelter, am I still eligible to participate in this settlement?**

Yes. If you previously participated in the NJDEP program or other prior environmental testing and remediation work in the vicinity of the USMR Smelter Site, you are still eligible to participate.

**THE SETTLEMENT BENEFITS—WHAT YOU GET**

**10. What does the Settlement provide?**

In accordance with the Settlement Agreement, USMR must place Forty-Two Million Dollars (\$42,000,000.00) in a court-administered fund to settle this matter. In addition, Defendants have also negotiated a separate proposed settlement with certain property owners outside of the Class Area (the “Settling Individual Homeowners”). In the event that the total aggregate of payments to all Settling Individual Homeowners (which include Settlement Individual Homeowners’ attorneys’ fees and costs) is less than Two Million Dollars (\$2,000,000.00), USMR will also pay the remaining amount to reach a total of \$2 million to the court-administered fund for this class settlement.

The Settlement provides for a monetary payment to the owners of each eligible property. The exact amount of any final payment to the property owners will depend on the Court’s award of attorneys’ fees and expenses, the Court’s award of class representative incentive awards, the costs of settlement administration, and the remaining amount (if any) from the Settling Individual Homeowners payments. The eligible property payment amount will be calculated by the Settlement Administrator once all of these other costs are known. Your portion of this per-property payment will be based on the duration of your ownership during the period January 30, 2017 through [insert settlement agreement execution date] (the Class Period). However, based on reasonable estimates of the above costs, the Settlement Class Counsel and Defendants estimate that each eligible property will entitle its owner(s) during the entire Class Period to payment(s) that when added together equal a total of approximately [\$17,500] per eligible property. To the extent that individual Class Members do not file Claim and Release Forms and participate in the settlement benefits, USMR may be entitled to a reversion of unclaimed settlement funds, but this reversion will not exceed 30% of the amount in the settlement fund after deduction of Class Counsel’s attorneys’ fees, costs and expenses, and payment of approved incentive awards.

**11. What if there are multiple people who own or have owned my property?**

In order to be included in the Settlement, you must have owned your property at any time during the period January 30, 2017 through [insert settlement agreement execution date].

If you owned property during this period, but someone else owned the property either before or after you and also during this time period, payments for your property will be divided among you and the other owner based on how long you each owned the property within the Class Period.

If multiple people own the property at the same time and each of them files a valid Claim and Release Form, the Settlement Administrator will write a single check payable to all co-owners of the property.

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

**12. What if I find out later that my property has been damaged?**

If your property may have been damaged as a result of the historical operation of the USMR Smelter, you must send in a Claim and Release Form now or exclude yourself from the Settlement. If you do not send in a Claim and Release Form, you will not receive benefits under the Settlement. If you do not exclude yourself, any claims that you may have related to your property in the Class Area arising from the historical operation of the USMR Smelter Site or the environmental cleanup will be forever barred. Therefore, you must send in a Claim and Release Form now if you want compensation through this settlement. There is no procedure to receive payment through this settlement at a later time. If you do not exclude yourself, you will be waiving your right to file any other claim even if you find out later that your property had been damaged as a result of historical operation of the USMR Smelter. See Section 15 below.

**HOW YOU GET THE SETTLEMENT BENEFITS—  
SUBMITTING A CLAIM AND RELEASE FORM**

**13. How can I get a payment?**

To qualify for a payment, you must send in a Claim and Release Form and all required documentation. A Claim and Release Form is attached to this Notice. Read the instructions carefully, fill out the form, include all documents the form asks for, sign it, and mail it postmarked no later than [insert calendar date 45 days after the Notice Date]. You may also complete this Claim and Release Form online at [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com) with the login information provided with your Claim and Release Form.

**14. When would I get a payment?**

The Court will hold a hearing called a “Fairness Hearing” on [insert fairness hearing date] to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

**15. What am I giving up if I remain in the Class?**

Unless you exclude yourself, you will remain a member of the Class, and that means that you can’t sue, continue to sue, or be part of any other lawsuit against the Defendants related to the legal issues in *this* case. It also means that all of the Court’s orders will apply to you and legally bind you. If you sign the Claim and Release Form, you will agree to a “General Release of Claims”, which describes exactly the legal claims that you give up if you get settlement benefits. Even if you do not submit a Claim and Release Form, you will give up these legal claims unless you exclude yourself from the Class (the specific requirements to exclude yourself are described below in answer to question 16).

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you *must*

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

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take steps to get out of the Class. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Class.

**16. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the settlement class in *Juan Duarte, et al. v. United States Metals Refining Company, et al.*; Civil Action No. 2:17-cv-01624; United States District Court for the District of New Jersey. Be sure to include your name, address, telephone number, and your signature. Your exclusion request must clearly state your desire not to be included in the Settlement. You must mail your exclusion request postmarked no later than [insert date 45 days after the Notice Date] to:

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

You cannot exclude yourself on the phone or by e-mail. You cannot exclude anyone but yourself. For properties that are owned by more than one person at the same time, all persons with an ownership interest in the property must opt out for the exclusion request to be valid. If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be eligible to sue (or continue to sue) the Defendants in the future.

**17. If I don’t exclude myself, can I sue the Defendants for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this settlement resolves. If you have a pending lawsuit related to the USMR Smelter, speak to your lawyer in that lawsuit immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is [insert date 45 days after the Notice Date].

**18. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, you do not send in a Claim and Release Form to ask for money. But, you may sue, continue to sue, or be part of a different lawsuit against the Defendants.

**THE LAWYERS REPRESENTING YOU**

**19. Do I have a lawyer in this case?**

The Court has asked 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 to represent you and other Class

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

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Members. Together, the lawyers are called Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**20. How will the lawyers be paid?**

Class Counsel may ask the Court for attorneys’ fees up to [insert amount], including costs and expenses reasonably incurred in the Litigation. The Court may award less than these amounts. These amounts will be paid from the settlement funds described above.

The first \$250,000 of costs to provide this notice to the Settlement Class Members and to administer the Settlement will also be paid by USMR. If settlement administration costs exceed \$250,000, then the balance will be paid from the settlement fund.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don’t agree with the Settlement or some part of it.

**21. How do I tell the Court that I don’t like the Settlement?**

If you’re a Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to *Juan Duarte, et al. v. United States Metals Refining Company, et al.*; Cause Action No. 2:17-cv-01624 and you must specifically state your objections. The specific requirements applicable to filing objections are set out in the Settlement Agreement at Section 6, which is available on the website. Be sure to include the case name (*Juan Duarte, et al. v. United States Metals Refining Company, et al.*), the case number (Civil Action No. 2:17-cv-01624), your name, address, telephone number, your signature, and a detailed reason as to why you object to the Settlement. Mail the objection to the three places listed below, postmarked no later than [insert date 45 days after the Notice Date]:

<u>Courthouse</u>	<u>Settlement Class Counsel</u>	<u>Defendants’ Counsel</u>
U.S. District Court for the District of New Jersey Martin Luther King Building & Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101	Steven German 19 West 44 <sup>th</sup> Street, Suite 1500 New York, NY 10036	James Thompson III Vinson & Elkins LLP Texas Tower 845 Texas Avenue Houston, Texas 77002

**22. What’s the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself from the Class, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don’t have to.

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

**23. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing at [insert date and time], at [court address]. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have attended and who have asked to speak at the hearing. If you want to speak at the hearing, follow the requirements described in answer to question 25 below. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**24. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it, but you may. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

**25. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Juan Duarte, et al. v. United States Metals Refining Company, et al.*; Civil Action No. 2:17-cv-01624." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [insert date 45 days after the Notice Date] and must be sent to the Court Clerk, Class Counsel, and Defendants' Counsel at the three addresses listed in question 21. You should also consult the Preliminary Approval Order, which is available on the settlement website, for additional requirements related to speaking at the hearing and presenting evidence. You cannot speak at the hearing if you have excluded yourself or you do not or have not owned an eligible property during the Class Period.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you do nothing at all, you'll get no money from this settlement. But if you own or have owned an eligible property during the Class Period, unless you exclude yourself, you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**27. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement as well as other information on the Settlement by visiting:

**[www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)**

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

**28. How do I get more information?**

You can call toll free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com).

DATE: April XX, 2023

Questions? Call toll-free 1-844-798-0743 or visit [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com)

**PLEASE DO NOT CONTACT THE COURT**

**Juan Duarte, et al. v. United States Metals Refining Company, et al.**

**CLAIM AND RELEASE FORM**

**Owner Mailing Address:**

<<Owner Name>>  
<<Owner Address 1>>  
<<Owner Address 2>>  
<<City, State Zip>>

**Covered Property Information:**

<<Address>>  
<<County, State>>

**INSTRUCTIONS**

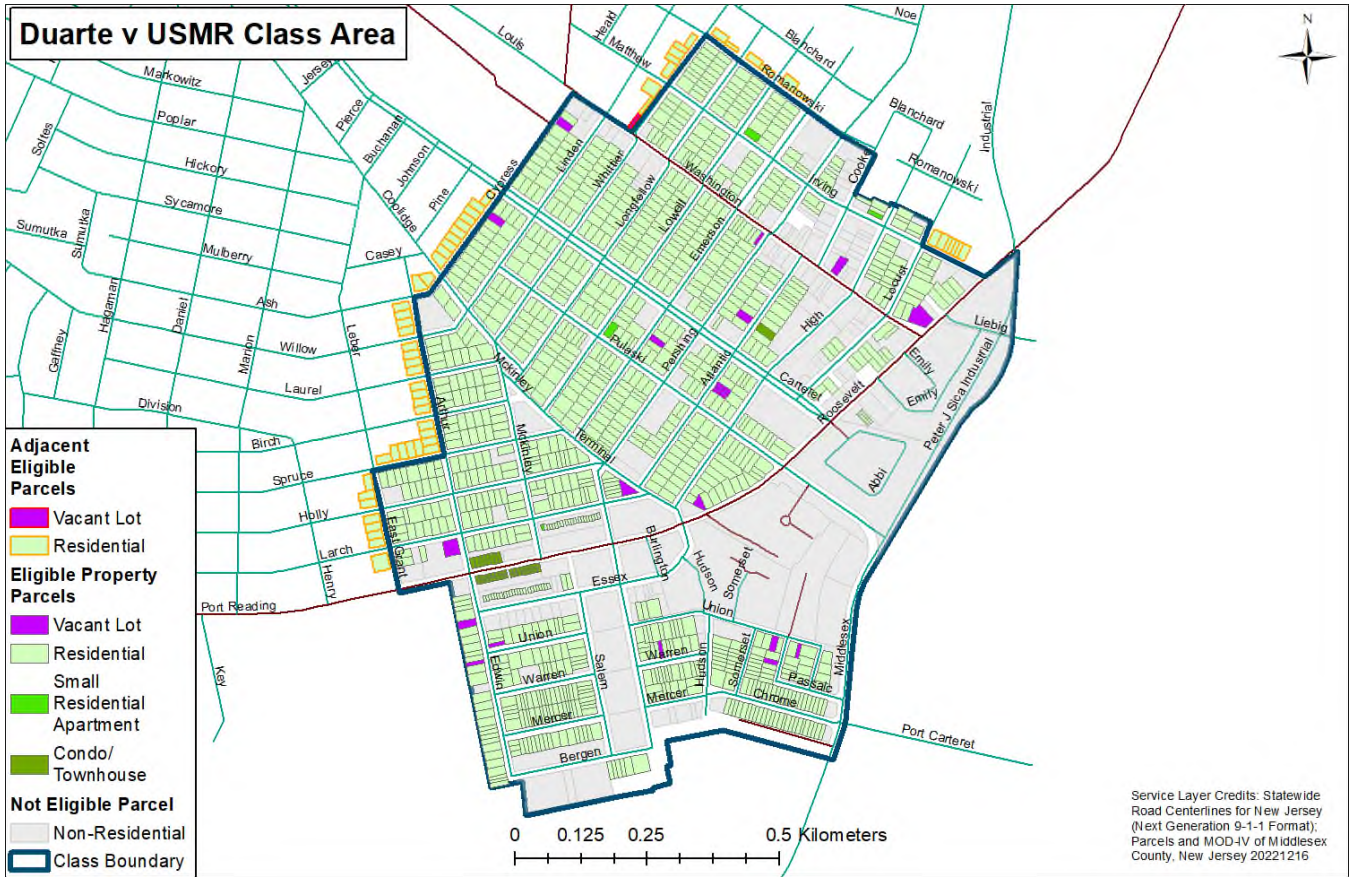
If you own or owned 1-4 family residential property or vacant lot in the area identified as “the Class Area” on the below map during the period **January 30, 2017 through [insert date of the execution of settlement agreement]**, you may be eligible for a settlement payment in this lawsuit against United States Metals Refining Company (USMR) and other defendants if the final settlement is approved by the Court. **YOU MUST COMPLETE THIS CLAIM AND RELEASE FORM IN ORDER TO RECEIVE A SETTLEMENT PAYMENT.** The exact amount of any final payment to Class Members will depend on the Court’s award of attorneys’ fees and expenses, costs of administration, and class representative incentive awards. The amount any individual property owner receives will be calculated by the Settlement Administrator and will be based on the duration of ownership during the period January 30, 2017 through **[insert date of the execution of the settlement agreement]**.

**This Claim and Release Form and any required documentation must be postmarked no later than [insert Month Day, Year]. You may also complete this Claim and Release Form online at [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com) with the following login information:**

**Unique ID: [UNIQUE ID]**

**PIN: [PIN]**

Please go to [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com) for more details on documentation that can support your claim and other information. If you still have questions, you can call 1-844-798-0743.



**CONTACT INFORMATION**

**Name:** \_\_\_\_\_  
 (First) (Middle) (Last)

**Telephone No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Current Mailing Address:** \_\_\_\_\_  
 (Street) (Unit/Apt #)  
 \_\_\_\_\_  
 (City) (State) (Zip Code)

**Social Security No.:** \_\_\_\_\_ ~OR~

**Tax ID No.:** \_\_\_\_\_





**PROOF OF OWNERSHIP**

The following documents are sufficient to establish proof of ownership. Please attach a copy of one of the following, and check the box for the document you are attaching:

- Deed or Certificate of Title to your Property
- HUD-1 Settlement Statement, consolidated Closing Disclosure, or other property sale closing statement
- Declaration of Ownership with accompanying documentary proof of ownership (declaration attached). Examples of documentary proof of ownership include a property tax statement or bill, a cancelled check for a tax payment during the Class Period, or other government record evidencing ownership. If you have searched in good faith but have been unable to find any of the above types of documentation, please describe your efforts on the declaration and why you are unable to include the required documents.

*Please note that proof of ownership of the Property will be subject to verification.*

**SIGN AND DATE THE CLAIM AND RELEASE FORM**

**You must sign the Claim and Release Form under penalty of perjury. Therefore, make sure it is truthful.**

**Certification:** I hereby certify under penalty of perjury that (1) the above and foregoing is true and correct; and (2) I believe, in good faith, that I currently own title to the Eligible Property listed above or that I previously owned title to the Eligible Property for some period during the period January 30, 2017 through [insert execution date of the settlement agreement].

**Release of Claims:** In exchange for and upon receipt of the settlement payment for which I am submitting this Claim and Release Form, I hereby RELEASE and am forever barred from bringing against the Released Persons 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 [insert date of the execution 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) (collectively the “Released Claims”). The “Released Claims” do not include claims for personal injuries or medical monitoring or punitive or exemplary damages in connection with such claims.

In connection with this complete release and to the extent allowed by law, I acknowledge that I am aware that I may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which I now know or believe to be true with respect to the Released Claims. Nevertheless, it is my intention to fully, finally and forever settle and release all such Released Claims, and all claims in connection with such Released Claims, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and arise from facts occurring from the beginning of time through [insert date of the execution of the settlement agreement]. In this regard, I expressly waive, to the extent allowed by law, any potentially applicable statutory or common law provisions that arguably provide otherwise. In addition, I have not assigned, sold or otherwise transferred any claims subject to this release of claims.



For purposes of this complete Release, the “Released Persons” means the Defendants (United States Metals Refining Company, Freeport Minerals Corporation, Freeport-McMoRan Inc., and Amax Realty Development, Inc.) as well as their parents, subsidiaries, affiliated or related entities, and all directors, officers, employees, agents, joint ventures, legal representatives, attorneys, shareholders, insurers, predecessors, successors, assigns, and all other persons, natural or corporate, in privity with them.

For purposes of this complete Release, “USMR Smelter” means the industrial facility that is the subject matter of Plaintiffs’ complaint, which was located on Middlesex Avenue in the Borough of Carteret, Middlesex County, New Jersey, and which includes without limitation all of USMR’s former copper smelting, copper refining and other industrial and commercial operations conducted in and around that location.

\_\_\_\_\_  
Property Owner’s Signature

\_\_\_\_\_  
Co-Owner’s Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Dates of Property Ownership: \_\_\_\_\_

If the Property Owner/Claimant is other than an individual or is submitting this form as a legal representative for the actual Property Owner/Claimant, the following additional certification must be provided under penalty of perjury: (1) I am an employee, partner, officer, guardian, or trustee of the Property Owner/Claimant, and as such I am authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant; or (2) I am otherwise legally authorized to sign this Claim and Release Form on behalf of the Property Owner/Claimant.

\_\_\_\_\_  
Name of Person Signing (type or print)

\_\_\_\_\_  
Capacity of Person Signing  
(Guardian, Executor, President, Trustee, etc.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SUBMIT YOUR CLAIM AND RELEASE FORM**

Mail this completed Claim and Release Form, and required documentation, postmarked **on or before Month Day, Year**, to:

Duarte v. US Metals Refining Company  
c/o JND Legal Administration  
PO Box 91420  
Seattle, WA 98111

**You may also complete this Claim and Release Form online at: [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com).**



3. I have attached true and correct copies of the following records that establish my ownership of the property (check all that apply):

- Property tax statement or bill for the property during the class period;
- Canceled check for a tax payment for the property during the class period;
- Other documentary proof of ownership. Please explain how these records document your property ownership:

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- I was not able to obtain the required documentation, but I made the following good faith effort to obtain it. (Please describe the efforts you made to find the deed, title, closing statement, or other proof you owned the property.)

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4. I have signed the Release of Claims that is included as part of the Claim Form that I am now submitting to the Settlement Administrator.

**SIGN & DATE**

By signing this form, I certify under penalty of perjury that I have made a good faith effort to obtain the required documentation to support my claim request.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Current Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

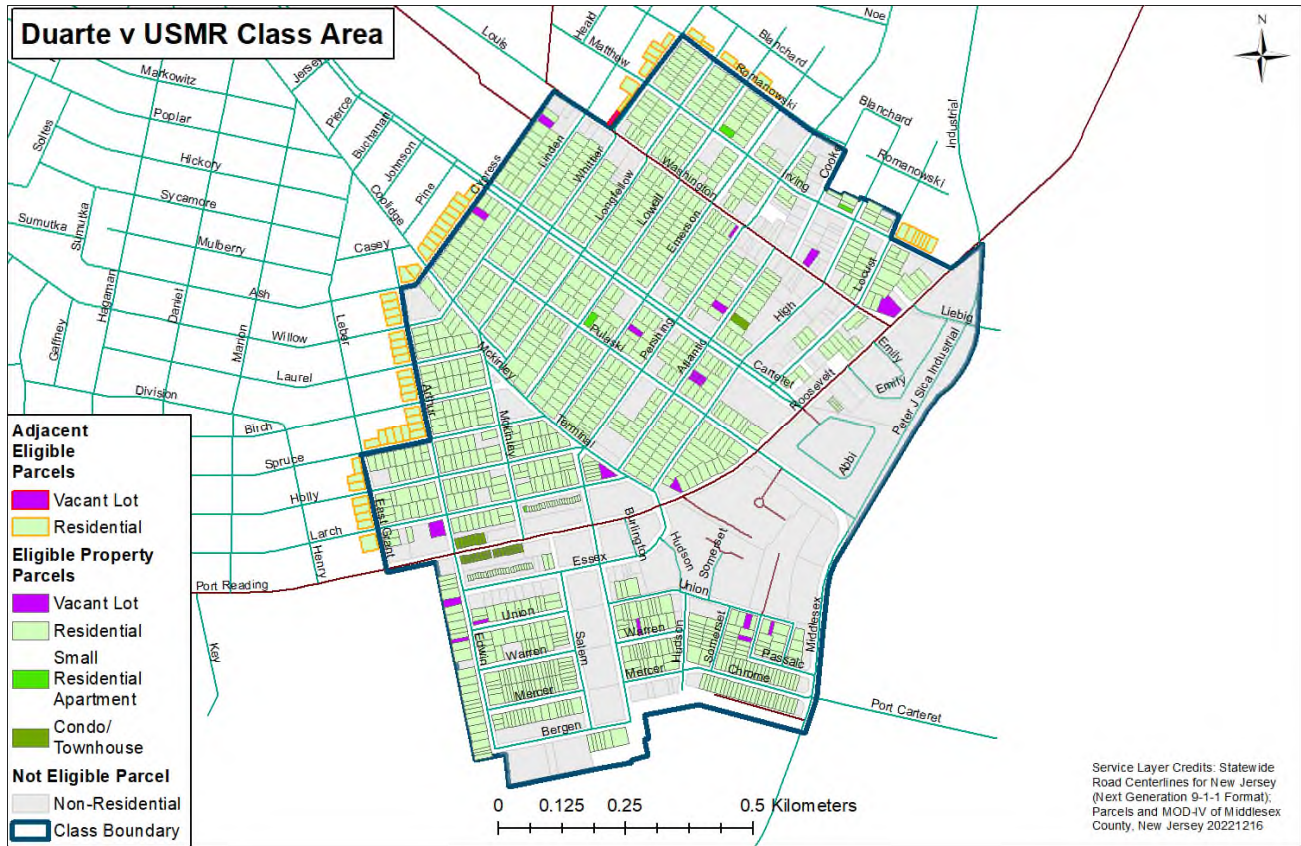
## LEGAL NOTICE

**If you owned residential property located near the former USMR Smelter Site in the Southeast corner of Carteret, New Jersey at any time during the period January 30, 2017 through [insert settlement agreement execution date], you may be eligible for a payment from a class action settlement.**

### Notice Of Proposed Class Action Settlement And Your Rights

*A federal court authorized this notice.  
This is not a solicitation from a lawyer.*

- Your legal rights are affected whether you act or don't act. Read this notice carefully.
- The settlement will create a cash settlement fund that equals approximately \$42,000,000, which will be used to pay (i) cash payments to eligible property owners; (ii) Class Counsel's attorneys' fees and expenses, (iii) the Class Representative incentive awards, and (iv) settlement administration costs in excess of \$250,000 (if any).
- The settlement will pay eligible owners of residential real property identified in the area indicated on the attached map (the "Class Area") to settle claims related to alleged property damages allegedly caused by the historical operation of USMR Smelter Site in Carteret, New Jersey and/or the alleged failure to properly test and remediate any contaminants from that operation. The payments will be made in exchange for a release of claims against USMR and the other Defendants as more fully described at [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com).
- If you own or owned residential property in the Class Area between January 30, 2017 and [insert settlement agreement execution date], you are a class member. **Please see the map below to determine if your property is covered by the settlement.**

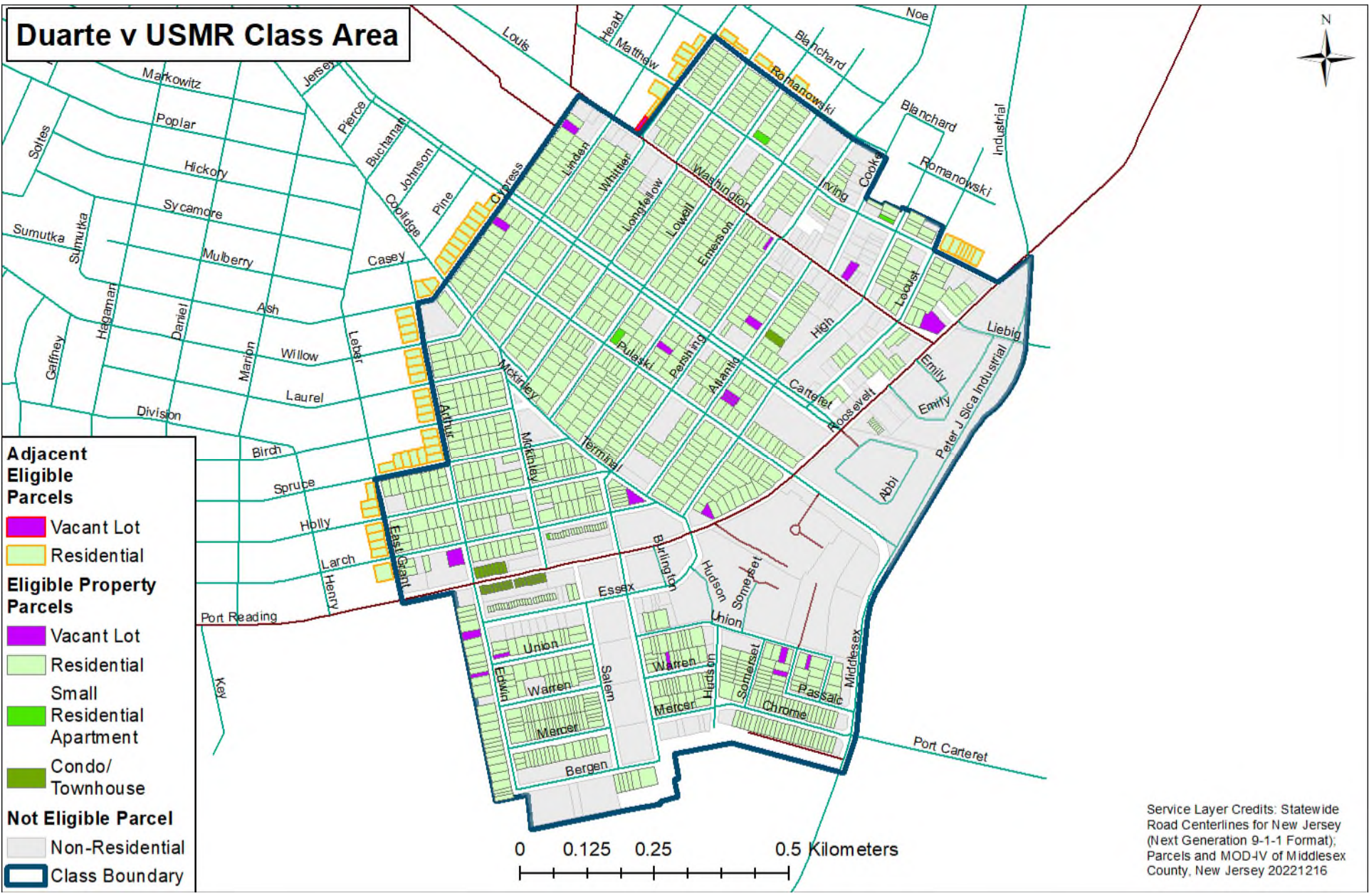


- The settlement provides for a monetary payment to the owners of each eligible property. The exact amount of any final payment to the property owners will depend on the Court’s award of attorneys’ fees and expenses, the Court’s award of class representative incentive awards, the costs of settlement administration, and the remaining amount (if any) from the Settling Individual Homeowners payments. The eligible property payment amount will be calculated by the Settlement Administrator once all of these other costs are known. Individual class member payments will be time-weighted based on the duration of ownership during the period January 30, 2017 through [insert settlement agreement execution date] (the Class Period). However, based on reasonable estimates of the above costs, the Settlement Class Counsel and Defendants estimate that each eligible property will entitle its owner(s) during the entire Class Period to payment(s) that when added together equal a total of approximately [\$17,500] per eligible property.

- TO RECEIVE A PAYMENT, YOU MUST FILL OUT A CLAIM AND RELEASE FORM and demonstrate that you own or owned property covered by the settlement. The claim form is available online at [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com), or you can call 1-844-798-0743 to request that a form be sent to you. You must return the claim and release form by [insert date 45 days after Notice Date].
- If you do not wish to participate in or be bound by the settlement, you must exclude yourself by filing an “opt-out” or “exclusion” notice by [insert date 45 days after Notice Date], or you will be barred from bringing any legal action that this settlement resolves. Details regarding how to opt-out or exclude yourself are available at [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com). If you exclude yourself, you will not receive any payment under the settlement.
- The Court will hold a hearing in this case, *Juan Duarte, et al. v. United States Metals Refining Company, et al.*; Civil Action No. 2:17-cv-01624, on [insert fairness hearing date] to consider whether to approve the settlement and class counsel's request for fees, costs, and expenses. You have the right to appear at this hearing personally or through counsel at your own expense, although you do not have to. For more information, or to request a more detailed notice, go to [www.CarteretSmelterSettlement.com](http://www.CarteretSmelterSettlement.com) or call 1-844-798-0743.



Exhibit B to Settlement Agreement



**Exhibit C to Settlement Agreement**

**Parcel List Within and Adjacent to Class Boundary**

Property Class	Parcel Count
Residential	1139
Vacant Land	21
Condominium	41
Apartment	4
<b>Parcel Total</b>	<b>1205</b>

Boundary Location	PAMS_PIN	Property Class	Class description	property_address
Within Area	1201_7601_12	1	Vacant Land	EDWIN ST
Within Area	1201_7703_2	1	Vacant Land	UNION STREET
Within Area	1201_6702_7	1	Vacant Land	WASHINGTON AVE
Within Area	1201_6802_3.02	1	Vacant Land	34-B ATLANTIC STREET
Within Area	1225_1079.25_1	1	Vacant Land	204 LARCH ST
Within Area	1201_6502_1	1	Vacant Land	36 WASHINGTON AVENUE
Within Area	1201_6601_12	1	Vacant Land	CYPRESS ST
Within Area	1201_7305_7	1	Vacant Land	LARCH STREET
Within Area	1201_6703_15	1	Vacant Land	ATLANTIC STREET
Within Area	1201_6802_3.01	1	Vacant Land	34-A ATLANTIC STREET
Within Area	1201_7507_16	1	Vacant Land	73 WARREN STREET
Within Area	1201_7702_3.01	1	Vacant Land	134 UNION STREET
Within Area	1201_6906_4	1	Vacant Land	EMERSON ST.
Within Area	1201_7603_20	1	Vacant Land	66 EDWIN STREET
Within Area	1201_7310_24	1	Vacant Land	107 ROOSEVELT AVE
Within Area	1201_7702_5	1	Vacant Land	PASSAIC ST.
Within Area	1201_7601_6	1	Vacant Land	EDWIN ST
Within Area	1201_7002_9.02	1	Vacant Land	CYPRESS ST
Within Area	1201_301_3	1	Vacant Land	217-219 ROOSEVELT AVE
Within Area	1201_6802_3.03	1	Vacant Land	34-C ATLANTIC ST.
Within Area	1201_7602_1_C020	15F	Condominium	20-A ROOSEVELT AVE
Within Area	1201_7602_1_C012	15F	Condominium	12-A ROOSEVELT AVE
Within Area	1201_7602_1_C010	15F	Condominium	10-A ROOSEVELT AVE
Within Area	1201_7210_10_C10	15F	Condominium	13 ROOSEVELT AVE
Within Area	1201_7602_1_C014	15F	Condominium	14-B ROOSEVELT AVE
Within Area	1201_7602_1_C022	15F	Condominium	22-A ROOSEVELT AVE
Within Area	1201_7602_1_C026	15F	Condominium	26-B ROOSEVELT AVE
Within Area	1201_7602_1_C024	15F	Condominium	24-A ROOSEVELT AVE
Within Area	1201_7602_1_C024	15F	Condominium	24-B ROOSEVELT AVE
Within Area	1201_7602_1_C026	15F	Condominium	26-A ROOSEVELT AVE
Within Area	1201_7210_10_C10	15F	Condominium	15 ROOSEVELT AVE
Within Area	1201_7602_1_C028	15F	Condominium	28-A ROOSEVELT AVE
Within Area	1201_7602_1_C038	15F	Condominium	38-A ROOSEVELT AVE
Within Area	1201_7602_1_C018	15F	Condominium	18-B ROOSEVELT AVE
Within Area	1201_7210_10_C10	15F	Condominium	17 ROOSEVELT AVE
Within Area	1201_6704_13	15F	Condominium	48 ATLANTIC ST



Within Area	1201_7602_1_C016 15F	Condominium	16-A ROOSEVELT AVE
Within Area	1201_7210_10_C10 15F	Condominium	21 ROOSEVELT AVE
Within Area	1201_7602_1_C012 15F	Condominium	12-B ROOSEVELT AVE
Within Area	1201_7602_1_C010 15F	Condominium	10-B ROOSEVELT AVE
Within Area	1201_7602_1_C036 15F	Condominium	36-A ROOSEVELT AVE
Within Area	1201_7210_10_C10 15F	Condominium	25 ROOSEVELT AVE
Within Area	1201_7602_1_C040 15F	Condominium	40-A ROOSEVELT AVE
Within Area	1201_7602_1_C016 15F	Condominium	16-B ROOSEVELT AVE
Within Area	1201_7602_1_C022 15F	Condominium	22-B ROOSEVELT AVE
Within Area	1201_7602_1_C032 15F	Condominium	32-B ROOSEVELT AVE
Within Area	1201_7210_10_C10 15F	Condominium	11 ROOSEVELT AVE
Within Area	1201_7602_1_C030 15F	Condominium	30-B ROOSEVELT AVE
Within Area	1201_7602_1_C020 15F	Condominium	20-B ROOSEVELT AVE
Within Area	1201_7602_1_C034 15F	Condominium	34-B ROOSEVELT AVE
Within Area	1201_7602_1_C036 15F	Condominium	36-B ROOSEVELT AVE
Within Area	1201_7602_1_C040 15F	Condominium	40-B ROOSEVELT AVE
Within Area	1201_7602_1_C014 15F	Condominium	14-A ROOSEVELT AVE
Within Area	1201_7602_1_C028 15F	Condominium	28-B ROOSEVELT AVE
Within Area	1201_7602_1_C030 15F	Condominium	30-A ROOSEVELT AVE
Within Area	1201_7602_1_C032 15F	Condominium	32-A ROOSEVELT AVE
Within Area	1201_7602_1_C034 15F	Condominium	34-A ROOSEVELT AVE
Within Area	1201_7602_1_C038 15F	Condominium	38-B ROOSEVELT AVE
Within Area	1201_7210_10_C10 15F	Condominium	19 ROOSEVELT AVE
Within Area	1201_7210_10_C10 15F	Condominium	23 ROOSEVELT AVE
Within Area	1201_7602_1_C018 15F	Condominium	18-A ROOSEVELT AVE
Within Area	1201_7705_7 2	Residential	20 CHROME AVE
Within Area	1201_7601_10 2	Residential	63 EDWIN ST
Within Area	1201_6602_17 2	Residential	71 S. WHITTIER STREET
Within Area	1201_7705_6 2	Residential	18 CHROME AVE
Within Area	1201_6703_22 2	Residential	140 PERSHING AVE
Within Area	1201_6905_9 2	Residential	45 EMERSON ST
Within Area	1201_6604_24 2	Residential	85-A LOWELL ST.
Within Area	1201_7204_11 2	Residential	14 HOLLY ST
Within Area	1201_7803_11 2	Residential	42 MERCER ST.
Within Area	1201_6904_4 2	Residential	48 LONGFELLOW ST
Within Area	1201_7802_12 2	Residential	26 WARREN ST
Within Area	1201_6702_9 2	Residential	161 PERSHING AVE
Within Area	1201_6604_23 2	Residential	85-B LOWELL ST
Within Area	1201_7204_12 2	Residential	12 1/2 HOLLY STREET
Within Area	1201_7106_1 2	Residential	48 ARTHUR AVE.
Within Area	1201_6601_5 2	Residential	24 CYPRESS STREET
Within Area	1201_7602_18.15 2	Residential	29 ESSEX STREET
Within Area	1201_6904_10 2	Residential	47 LOWELL STREET
Within Area	1201_6906_12 2	Residential	117 PERSHING AVE.
Within Area	1201_301_13 2	Residential	50 LOCUST STREET
Within Area	1201_6307_6.02 2	Residential	22-B N.WHITTIER ST.
Within Area	1201_7703_6 2	Residential	2 JESSIE STREET

Within Area	1201_7808_2	2	Residential	68 WARREN STREET
Within Area	1201_6903_14	2	Residential	33 EMERSON STREET
Within Area	1201_6604_27	2	Residential	77 LOWELL ST
Within Area	1201_7307_15.02	2	Residential	103 PERSHING AVENUE
Within Area	1201_6803_7	2	Residential	22-B PULASKI AVE.
Within Area	1201_7204_14	2	Residential	10 HOLLY ST
Within Area	1201_7309_2	2	Residential	14 ATLANTIC ST.
Within Area	1201_7802_25	2	Residential	3-C SALEM AVE
Within Area	1201_6903_8	2	Residential	28 LOWELL STREET
Within Area	1201_6901_8	2	Residential	101 PULASKI AVE
Within Area	1201_6701_22	2	Residential	78 LOWELL ST
Within Area	1201_6401_8.02	2	Residential	103 LOWELL STREET
Within Area	1201_6802_6.01	2	Residential	51 CARTERET AVENUE
Within Area	1201_6308_1	2	Residential	111 LONGFELLOW ST
Within Area	1201_7507_17.01	2	Residential	71 WARREN STREET
Within Area	1201_7208_16	2	Residential	34 HOLLY ST
Within Area	1201_6701_20	2	Residential	74 LOWELL STREET
Within Area	1201_6603_1	2	Residential	118 CARTERET AVE
Within Area	1201_7208_13	2	Residential	42 HOLLY STREET
Within Area	1201_7204_5	2	Residential	31 SPRUCE ST
Within Area	1201_6702_13	2	Residential	149 PERSHING AVE
Within Area	1201_7307_23.02	2	Residential	45 TERMINAL AVENUE
Within Area	1201_6604_14	2	Residential	96 LONGFELLOW ST
Within Area	1201_6903_19	2	Residential	17 EMERSON ST.
Within Area	1201_7204_9	2	Residential	18 HOLLY STREET
Within Area	1201_6307_3	2	Residential	125 LONGFELLOW STREET
Within Area	1201_7204_3	2	Residential	35 SPRUCE ST
Within Area	1201_7208_15	2	Residential	36 HOLLY STREET
Within Area	1201_7208_12	2	Residential	46 HOLLY ST
Within Area	1201_7208_9	2	Residential	25 MCKINLEY AVENUE
Within Area	1201_7803_9.01	2	Residential	32 MERCER STREET
Within Area	1201_7602_18.13	2	Residential	25 ESSEX STREET
Within Area	1201_6307_1	2	Residential	129 LONGFELLOW STREET
Within Area	1201_6308_12	2	Residential	10 N.WHITTIER STREET
Within Area	1201_6701_28	2	Residential	88-B LOWELL STREET
Within Area	1201_7207_3	2	Residential	17 BIRCH ST
Within Area	1201_7204_7	2	Residential	27 SPRUCE ST
Within Area	1201_7801_7	2	Residential	23 EDWIN ST
Within Area	1201_6308_16	2	Residential	18 N.WHITTIER STREET
Within Area	1201_7801_13.03	2	Residential	1 EDWIN STREET
Within Area	1201_7002_13	2	Residential	157 CARTERET AVENUE
Within Area	1201_7802_31	2	Residential	33 MERCER STREET
Within Area	1201_7802_16	2	Residential	34 WARREN STREET
Within Area	1201_7208_11	2	Residential	50 HOLLY STREET
Within Area	1201_7005_10	2	Residential	45 LONGFELLOW ST
Within Area	1201_6904_1	2	Residential	94 PULASKI AVENUE
Within Area	1201_7002_16	2	Residential	35 LINDEN STREET

Within Area	1201_6801_13	2	Residential	44 PULASKI AVENUE
Within Area	1201_6503_8	2	Residential	144 HIGH ST
Within Area	1201_7105_14	2	Residential	54 ARTHUR AVE
Within Area	1201_6901_5	2	Residential	34 S.WHITTIER STREET
Within Area	1201_6506_7	2	Residential	61 LOCUST ST
Within Area	1201_7005_8	2	Residential	119 CARTERET AVE
Within Area	1201_7603_16	2	Residential	23 UNION STREET
Within Area	1201_7705_5	2	Residential	16 CHROME AVE
Within Area	1201_7802_43	2	Residential	9 MERCER ST
Within Area	1201_7802_30	2	Residential	35 MERCER ST
Within Area	1201_7208_14	2	Residential	40 HOLLY ST
Within Area	1201_6803_2	2	Residential	4 PULASKI AVENUE
Within Area	1201_7004_2	2	Residential	36 LINDEN ST
Within Area	1201_6604_15	2	Residential	98 LONGFELLOW ST
Within Area	1201_7002_17	2	Residential	31 LINDEN STREET
Within Area	1201_7204_10	2	Residential	16 HOLLY STREET
Within Area	1201_6801_7	2	Residential	57 CARTERET AVENUE
Within Area	1201_7204_13	2	Residential	12 HOLLY ST
Within Area	1201_7307_9	2	Residential	30 EMERSON ST
Within Area	1201_7204_1	2	Residential	39 SPRUCE ST
Within Area	1201_6307_6	2	Residential	119 LONGFELLOW ST.
Within Area	1201_7602_18.05	2	Residential	9 ESSEX STREET
Within Area	1201_6604_16	2	Residential	115 WASHINGTON AVE
Within Area	1201_6503_3	2	Residential	130 HIGH STREET
Within Area	1201_6801_6	2	Residential	59 CARTERET AVENUE
Within Area	1201_7310_11	2	Residential	9 PULASKI AVE
Within Area	1201_7310_12	2	Residential	11 PULASKI AVENUE
Within Area	1201_7309_10	2	Residential	32 ATLANTIC ST.
Within Area	1201_7703_1	2	Residential	142 UNION STREET
Within Area	1201_6603_2	2	Residential	120 CARTERET AVE
Within Area	1201_7507_3	2	Residential	74 UNION ST
Within Area	1201_7507_4	2	Residential	76 UNION ST
Within Area	1201_7204_8.02	2	Residential	33 ARTHUR AVENUE
Within Area	1201_7808_13.01	2	Residential	73 MERCER STREET
Within Area	1201_7808_8	2	Residential	92 WARREN ST
Within Area	1201_7802_18	2	Residential	38 WARREN STREET
Within Area	1201_6604_17	2	Residential	111 WASHINGTON AVE
Within Area	1201_7808_11	2	Residential	79-81 MERCER ST
Within Area	1201_7705_10	2	Residential	26 CHROME AVE
Within Area	1201_7601_2	2	Residential	89 EDWIN STREET
Within Area	1201_6405_13	2	Residential	131 EMERSON STREET
Within Area	1201_6405_11	2	Residential	139 EMERSON ST
Within Area	1201_6701_18	2	Residential	88 CARTERET AVENUE
Within Area	1201_6503_5.01	2	Residential	138 HIGH STREET
Within Area	1201_6602_1	2	Residential	142 CARTERET AVE
Within Area	1201_7308_3	2	Residential	86 PERSHING AVE
Within Area	1201_7308_14	2	Residential	15 ATLANTIC ST.

Within Area	1201_6703_12	2	Residential	59 ATLANTIC ST
Within Area	1201_7604_5	2	Residential	24 UNION STREET
Within Area	1201_7310_3	2	Residential	117 ROOSEVELT AVE
Within Area	1201_7604_10	2	Residential	38 UNION STREET
Within Area	1201_6604_8	2	Residential	78 LONGFELLOW ST.
Within Area	1201_7005_11.011	2	Residential	41 LONGFELLOW ST
Within Area	1201_6905_10	2	Residential	70 PULASKI AVE
Within Area	1201_6308_10	2	Residential	122 WASHINGTON AVE
Within Area	1201_7310_6	2	Residential	129 ROOSEVELT AVE
Within Area	1201_7802_4	2	Residential	10 WARREN ST
Within Area	1201_7104_2	2	Residential	25 COOLIDGE AVE
Within Area	1201_6601_23	2	Residential	57 LINDEN ST
Within Area	1201_7309_8	2	Residential	26 ATLANTIC ST.
Within Area	1201_7309_9	2	Residential	28 ATLANTIC ST.
Within Area	1201_7309_14	2	Residential	15 HIGH ST
Within Area	1201_6505_2	2	Residential	26 COOKE AVE
Within Area	1201_7303_1	2	Residential	20 MCKINLEY AVE.
Within Area	1201_7808_10	2	Residential	1 HUDSON ST
Within Area	1201_7307_14	2	Residential	53 PULASKI AVENUE
Within Area	1201_6404_14	2	Residential	117 LOWELL ST
Within Area	1201_6901_4	2	Residential	32 S.WHITTIER STREET
Within Area	1201_7106_13	2	Residential	16 BIRCH STREET
Within Area	1201_6601_2	2	Residential	160 CARTERET AVE
Within Area	1201_6307_8	2	Residential	115 A & B LONGFELLOW ST.
Within Area	1201_6601_1	2	Residential	156 CARTERET AVENUE
Within Area	1201_6805_19	2	Residential	ROOSEVELT AVE
Within Area	1201_7310_14	2	Residential	15 PULASKI AVE
Within Area	1201_7308_8	2	Residential	39 PULASKI AVENUE
Within Area	1201_7803_10.01	2	Residential	36 MERCER ST
Within Area	1201_7803_3.02	2	Residential	10 MERCER STREET
Within Area	1201_7802_32	2	Residential	31 MERCER STREET
Within Area	1201_7803_1.01	2	Residential	10 EDWIN STREET
Within Area	1201_7310_17	2	Residential	14 HIGH ST
Within Area	1201_7310_10	2	Residential	137 ROOSEVELT AVE
Within Area	1201_6701_29	2	Residential	90 LOWELL ST
Within Area	1201_6805_20	2	Residential	199 ROOSEVELT AVENUE
Within Area	1201_7307_4	2	Residential	12 EMERSON ST
Within Area	1201_7309_19	2	Residential	5 HIGH ST
Within Area	1201_6903_7	2	Residential	24 LOWELL STREET
Within Area	1201_6601_8	2	Residential	18 CYPRESS ST
Within Area	1201_6405_8	2	Residential	145 EMERSON STREET
Within Area	1201_7808_12	2	Residential	77 MERCER ST
Within Area	1201_6405_12	2	Residential	137 EMERSON ST
Within Area	1201_6602_6	2	Residential	60 LINDEN STREET
Within Area	1201_6902_12	2	Residential	83 PULASKI AVENUE
Within Area	1201_7003_2	2	Residential	14 LINDEN ST
Within Area	1201_7105_7	2	Residential	11 COOLIDGE AVE.

Within Area	1201_6307_2.01	2	Residential	127 LONGFELLOW ST.
Within Area	1201_7802_29	2	Residential	37 MERCER ST
Within Area	1201_7106_3	2	Residential	17 LAUREL ST.
Within Area	1201_6701_19	2	Residential	72 LOWELL ST
Within Area	1201_6703_16	2	Residential	45 ATLANTIC STREET
Within Area	1201_6307_14	2	Residential	2 ROMANOWSKI ST.
Within Area	1201_6904_8	2	Residential	101 CARTERET AVE
Within Area	1201_301_17	2	Residential	40-42 LOCUST ST
Within Area	1201_7308_13	2	Residential	17 ATLANTIC ST.
Within Area	1201_6903_15	2	Residential	31 EMERSON STREET
Within Area	1201_7309_16	2	Residential	11 HIGH ST
Within Area	1201_7802_7	2	Residential	16 WARREN ST
Within Area	1201_6401_8.01	2	Residential	105 LOWELL STREET REAR
Within Area	1201_7105_4	2	Residential	15 WILLOW STREET
Within Area	1201_6703_7	2	Residential	75 ATLANTIC ST
Within Area	1201_6403_9	2	Residential	191 PERSHING AVENUE
Within Area	1201_7307_6	2	Residential	20 EMERSON ST
Within Area	1201_7307_3	2	Residential	10 EMERSON STREET
Within Area	1201_7802_22	2	Residential	5-B SALEM AVENUE
Within Area	1201_7307_1	2	Residential	6 EMERSON STREET
Within Area	1201_7808_7.02	2	Residential	90 WARREN ST
Within Area	1201_7706_22	2	Residential	11 CHROME AVE
Within Area	1201_6802_10	2	Residential	24 PULASKI AVE
Within Area	1201_6802_2	2	Residential	30 PULASKI AVENUE
Within Area	1201_7309_15	2	Residential	13 HIGH ST
Within Area	1201_6903_3	2	Residential	10 LOWELL ST
Within Area	1201_6902_9	2	Residential	93 PULASKI AVE
Within Area	1201_6702_18	2	Residential	131 PERSHING AVE.
Within Area	1201_6902_10	2	Residential	91 PULASKI AVE
Within Area	1201_6702_19	2	Residential	66 CARTERET AVENUE
Within Area	1201_7310_13	2	Residential	13 PULASKI AVENUE
Within Area	1201_7808_3.01	2	Residential	70 WARREN STREET
Within Area	1201_7808_3.05	2	Residential	78 WARREN STREET
Within Area	1201_6604_29	2	Residential	73 LOWELL ST
Within Area	1201_6701_15	2	Residential	80 CARTERET AVE
Within Area	1201_7801_12	2	Residential	7 EDWIN STREET
Within Area	1201_6703_20	2	Residential	136 PERSHING AVE
Within Area	1201_6504_2	2	Residential	198 PERSHING AVENUE
Within Area	1201_6504_5	2	Residential	206 PERSHING AVE
Within Area	1201_7507_8	2	Residential	88 UNION STREET
Within Area	1201_6504_3	2	Residential	202 PERSHING AVE
Within Area	1201_6702_26	2	Residential	88 EMERSON STREET
Within Area	1201_6903_22	2	Residential	11 EMERSON ST
Within Area	1201_6405_9	2	Residential	143 EMERSON ST.
Within Area	1201_6901_11	2	Residential	25 LONGFELLOW STREET
Within Area	1201_7803_4.02	2	Residential	14 MERCER STREET
Within Area	1201_6902_7	2	Residential	28 LONGFELLOW ST

Within Area	1201_7603_14	2	Residential	33 UNION STREET
Within Area	1201_6906_11	2	Residential	125 PERSHING AVE.
Within Area	1201_7602_18.10	2	Residential	19 ESSEX STREET
Within Area	1201_7307_15.01	2	Residential	105 PERSHING AVENUE
Within Area	1201_7603_12	2	Residential	39 UNION STREET
Within Area	1201_7706_2.01	2	Residential	55 CHROME AVE.
Within Area	1201_302_5.03	2	Residential	172-C ROOSEVELT AVENUE
Within Area	1201_7601_9	2	Residential	67 EDWIN STREET
Within Area	1201_7601_13	2	Residential	53 EDWIN STREET
Within Area	1201_7601_14	2	Residential	49 EDWIN ST
Within Area	1201_7706_19	2	Residential	17 CHROME AVE
Within Area	1201_6401_4	2	Residential	100 LONGFELLOW ST
Within Area	1201_7603_10	2	Residential	29 SALEM AVENUE
Within Area	1201_7604_18	2	Residential	31 WARREN STREET
Within Area	1201_7603_13	2	Residential	35 UNION ST
Within Area	1201_302_5.02	2	Residential	172-B ROOSEVELT AVENUE
Within Area	1201_302_5.01	2	Residential	172-A ROOSEVELT AVENUE
Within Area	1201_7302_13	2	Residential	72 HOLLY STREET
Within Area	1201_7307_8	2	Residential	26 EMERSON ST
Within Area	1201_6805_13	2	Residential	3 WASHINGTON AVE
Within Area	1201_6701_11	2	Residential	81 EMERSON ST
Within Area	1201_6503_9	2	Residential	148 HIGH ST
Within Area	1201_6308_7	2	Residential	114 WASHINGTON AVE.
Within Area	1201_7303_2.02	2	Residential	67 HOLLY STREET
Within Area	1201_7303_7	2	Residential	69 PERSHING AVE
Within Area	1201_7303_8	2	Residential	65 PERSHING AVENUE
Within Area	1201_7303_10	2	Residential	60-62 LARCH ST
Within Area	1201_7310_18	2	Residential	12 HIGH ST
Within Area	1201_7507_12	2	Residential	87 WARREN STREET
Within Area	1201_7302_2.02	2	Residential	34-B MCKINLEY AVE
Within Area	1201_6401_11	2	Residential	93 LOWELL ST
Within Area	1201_7706_3.01	2	Residential	51 CHROME AVE.
Within Area	1201_6308_6	2	Residential	99 LONGFELLOW ST
Within Area	1201_6701_5	2	Residential	103 EMERSON ST
Within Area	1201_6701_6	2	Residential	99 EMERSON ST
Within Area	1201_6403_5	2	Residential	114 EMERSON ST
Within Area	1201_7602_18.01	2	Residential	1 ESSEX STREET
Within Area	1201_7802_19	2	Residential	40 WARREN STREET
Within Area	1201_6701_2	2	Residential	95 WASHINGTON AVE
Within Area	1201_7307_18	2	Residential	89 PERSHING AVE
Within Area	1201_6905_11	2	Residential	72 PULASKI AVE.
Within Area	1201_6604_7	2	Residential	76 LONGFELLOW STREET
Within Area	1201_6401_5	2	Residential	104 LONGFELLOW ST.
Within Area	1201_7601_3	2	Residential	87 EDWIN STREET
Within Area	1201_7802_23	2	Residential	5-A SALEM AVE.
Within Area	1201_6604_4	2	Residential	70 LONGFELLOW STREET
Within Area	1201_6701_1	2	Residential	99 WASHINGTON AVE



Within Area	1201_7105_8	2	Residential	10 LAUREL STREET
Within Area	1201_301_2	2	Residential	2 WASHINGTON AVE
Within Area	1201_7801_1	2	Residential	41 EDWIN STREET
Within Area	1201_6905_12	2	Residential	74 PULASKI AVE
Within Area	1201_6702_16	2	Residential	139 PERSHING AVE
Within Area	1201_6703_13	2	Residential	57 ATLANTIC ST.
Within Area	1201_7305_5	2	Residential	66 PERSHING AVENUE
Within Area	1201_6702_1	2	Residential	85 WASHINGTON AVE
Within Area	1201_301_15	2	Residential	46 LOCUST ST
Within Area	1201_6902_6	2	Residential	32 LONGFELLOW ST
Within Area	1201_7106_5	2	Residential	13 LAUREL ST.
Within Area	1201_7801_3	2	Residential	35 EDWIN ST
Within Area	1201_6702_10	2	Residential	157 PERSHING AVE
Within Area	1201_6702_11	2	Residential	153 PERSHING AVENUE
Within Area	1201_6702_15	2	Residential	141 PERSHING AVENUE
Within Area	1201_7603_21	2	Residential	68 EDWIN STREET
Within Area	1201_6307_4	2	Residential	123 LONGFELLOW ST
Within Area	1201_6804_11	2	Residential	13 LOCUST ST
Within Area	1201_302_5.06	2	Residential	172-F ROOSEVELT AVE.
Within Area	1201_7701_11	2	Residential	22 HUDSON ST
Within Area	1201_7305_4	2	Residential	68 PERSHING AVENUE
Within Area	1201_7507_2.01	2	Residential	66 UNION STREET
Within Area	1201_7602_15	2	Residential	51 ESSEX STREET
Within Area	1201_6403_12	2	Residential	181 PERSHING AVE
Within Area	1201_7705_19	2	Residential	44 CHROME AVENUE
Within Area	1201_6404_2	2	Residential	116 LONGFELLOW ST
Within Area	1201_7002_11	2	Residential	165 CARTERET AVE
Within Area	1201_7307_5	2	Residential	18 EMERSON STREET
Within Area	1201_6703_26	2	Residential	158 PERSHING AVE
Within Area	1201_7209_17	2	Residential	14 LARCH STREET
Within Area	1201_7305_6	2	Residential	64 PERSHING AVENUE
Within Area	1201_7205_5	2	Residential	35-37 HOLLY STREET
Within Area	1201_7205_3	2	Residential	15 HOLLY ST
Within Area	1201_7205_4	2	Residential	33 HOLLY ST
Within Area	1201_7205_2	2	Residential	11 HOLLY STREET
Within Area	1201_7205_6	2	Residential	12 LARCH STREET
Within Area	1201_7205_8	2	Residential	8 LARCH ST
Within Area	1201_7209_16	2	Residential	16 LARCH ST
Within Area	1201_7205_9	2	Residential	6 LARCH ST
Within Area	1201_7209_14	2	Residential	20 LARCH ST
Within Area	1201_7209_7	2	Residential	53 HOLLY ST
Within Area	1201_7209_8	2	Residential	55 HOLLY ST
Within Area	1201_7209_1	2	Residential	39 HOLLY ST
Within Area	1201_7209_11	2	Residential	13 MCKINLEY AVENUE
Within Area	1201_7209_10	2	Residential	19 MCKINLEY AVE.
Within Area	1201_7209_12	2	Residential	9-11 MC KINLEY AVE
Within Area	1201_7205_1	2	Residential	HOLLY ST

Within Area	1201_6904_5	2	Residential	111 CARTERET AVENUE
Within Area	1225_1079.25_13	2	Residential	16 S E GRANT AVE
Within Area	1225_1079.26_25	2	Residential	22 S E GRANT AVE
Within Area	1225_1079.26_27	2	Residential	26 S E GRANT AVE
Within Area	1225_1079.25_9.02	2	Residential	198 LARCH ST
Within Area	1225_1079.26_31	2	Residential	32 S E GRANT AVE
Within Area	1225_1079.26_23	2	Residential	195 LARCH ST
Within Area	1201_7205_7	2	Residential	10 LARCH STREET
Within Area	1225_1079.25_15	2	Residential	12 S E GRANT AVE
Within Area	1201_7209_4	2	Residential	45 HOLLY ST
Within Area	1201_7706_17	2	Residential	21 CHROME AVE
Within Area	1201_7706_16	2	Residential	23 CHROME AVENUE
Within Area	1201_7706_15	2	Residential	25 CHROME AVE
Within Area	1201_7706_14	2	Residential	27 CHROME AVENUE
Within Area	1201_7204_4	2	Residential	33 SPRUCE ST.
Within Area	1201_7204_2	2	Residential	37 SPRUCE ST
Within Area	1201_7205_10	2	Residential	4 LARCH STREET
Within Area	1225_1079.26_29	2	Residential	30 S E GRANT AVE
Within Area	1201_7304_1.19	2	Residential	61 LARCH STREET
Within Area	1201_7304_1.08	2	Residential	39 LARCH STREET
Within Area	1201_7304_1.12	2	Residential	47 LARCH STREET
Within Area	1201_7304_1.11	2	Residential	45 LARCH STREET
Within Area	1201_7304_1.10	2	Residential	43 LARCH STREET
Within Area	1201_7304_1.09	2	Residential	41 LARCH STREET
Within Area	1201_7304_1.13	2	Residential	49 LARCH STREET
Within Area	1201_7209_6	2	Residential	49 HOLLY ST
Within Area	1201_7304_1.20	2	Residential	63 LARCH STREET
Within Area	1201_7304_1.04	2	Residential	31 LARCH STREET
Within Area	1201_7304_1.15	2	Residential	53 LARCH STREET
Within Area	1201_7304_1.18	2	Residential	59 LARCH STREET
Within Area	1201_7304_1.16	2	Residential	55 LARCH STREET
Within Area	1201_7304_1.17	2	Residential	57 LARCH STREET
Within Area	1201_7305_1	2	Residential	74 PERSHING AVE
Within Area	1201_7305_2	2	Residential	72 PERSHING AVE
Within Area	1201_6903_12	2	Residential	73 PULASKI AVE
Within Area	1201_7304_1.14	2	Residential	51 LARCH STREET
Within Area	1201_7210_4	2	Residential	17 LARCH STREET
Within Area	1201_7305_3	2	Residential	70 PERSHING AVENUE
Within Area	1201_7209_3	2	Residential	43 HOLLY ST
Within Area	1201_7209_15	2	Residential	18 LARCH STREET
Within Area	1201_7209_2	2	Residential	41 HOLLY ST
Within Area	1201_7210_5	2	Residential	19 LARCH STREET
Within Area	1201_7210_9	2	Residential	5 MCKINLEY AVE.
Within Area	1201_7210_1	2	Residential	11 LARCH STREET
Within Area	1201_7304_1.07	2	Residential	37 LARCH STREET
Within Area	1201_7210_3	2	Residential	15 LARCH STREET
Within Area	1201_7304_1.05	2	Residential	33 LARCH STREET



Within Area	1201_7210_7	2	Residential	23 LARCH STREET
Within Area	1201_7210_8	2	Residential	7 MCKINLEY AVE.
Within Area	1201_7210_2	2	Residential	13 LARCH STREET
Within Area	1201_7304_1.02	2	Residential	27 LARCH STREET
Within Area	1201_7304_1.03	2	Residential	29 LARCH STREET
Within Area	1201_7304_1.06	2	Residential	35 LARCH STREET
Within Area	1201_7209_5	2	Residential	47 HOLLY ST
Within Area	1201_7210_6	2	Residential	21 LARCH STREET
Within Area	1201_7803_10.02	2	Residential	38 MERCER ST
Within Area	1201_7004_5	2	Residential	147 CARTERET AVE
Within Area	1201_7002_5	2	Residential	36 CYPRESS ST
Within Area	1201_6905_7	2	Residential	85 CARTERET AVENUE
Within Area	1201_6701_27	2	Residential	88 LOWELL ST
Within Area	1201_6308_3	2	Residential	105 LONGFELLOW ST
Within Area	1201_6701_30	2	Residential	92 LOWELL ST
Within Area	1201_7702_4	2	Residential	13 PASSAIC ST
Within Area	1201_6701_21	2	Residential	76 LOWELL STREET
Within Area	1201_7702_6	2	Residential	7 PASSAIC STREET
Within Area	1201_6602_19	2	Residential	63 S.WHITTIER STREET
Within Area	1201_6602_20	2	Residential	59 S.WHITTIER STREET
Within Area	1201_6901_1	2	Residential	26 S.WHITTIER STREET
Within Area	1201_6401_10	2	Residential	97 LOWELL STREET
Within Area	1201_7604_23	2	Residential	52 A-B EDWIN STREET
Within Area	1201_7803_1.03	2	Residential	14 EDWIN STREET
Within Area	1201_7803_1.02	2	Residential	12 EDWIN STREET
Within Area	1201_7802_45	2	Residential	30 EDWIN ST
Within Area	1201_6602_13	2	Residential	76 LINDEN STREET
Within Area	1201_6901_9	2	Residential	99 PULASKI AVE
Within Area	1201_7302_23.01	2	Residential	43 TERMINAL AVENUE
Within Area	1201_7307_22.02	2	Residential	73 PERSHING AVENUE
Within Area	1201_7310_9	2	Residential	135 ROOSEVELT AVENUE
Within Area	1201_7310_23	2	Residential	2 HIGH ST
Within Area	1201_6902_19	2	Residential	5 LOWELL ST
Within Area	1201_7802_24	2	Residential	3-D SALEM AVENUE
Within Area	1201_7207_9	2	Residential	39 MCKINLEY AVE
Within Area	1201_6903_21	2	Residential	13 EMERSON ST
Within Area	1201_7706_20	2	Residential	15 CHROME AVE
Within Area	1201_6503_16	2	Residential	35 LOCUST ST
Within Area	1201_7308_9	2	Residential	31 ATLANTIC STREET
Within Area	1201_7802_28	2	Residential	39 MERCER STREET
Within Area	1201_7808_5	2	Residential	82 WARREN STREET
Within Area	1201_6702_3	2	Residential	81 WASHINGTON AVE
Within Area	1201_7702_7	2	Residential	5 PASSAIC ST
Within Area	1201_6307_7	2	Residential	117 LONGFELLOW ST.
Within Area	1201_6902_11	2	Residential	85 PULASKI AVENUE
Within Area	1201_7603_17	2	Residential	21 UNION ST
Within Area	1201_7603_18	2	Residential	13 UNION ST

Within Area	1201_7604_22	2	Residential	50 EDWIN ST
Within Area	1201_7604_24	2	Residential	54 A-B EDWIN STREET
Within Area	1201_7604_2	2	Residential	10 UNION STREET
Within Area	1201_7604_21	2	Residential	11 WARREN ST
Within Area	1201_6405_14	2	Residential	127 EMERSON ST.
Within Area	1201_7808_9	2	Residential	7 HUDSON ST
Within Area	1201_7702_11	2	Residential	6 SOMERSET STREET
Within Area	1201_6903_11	2	Residential	77 PULASKI AVENUE
Within Area	1201_7804_4	2	Residential	46 BERGEN ST
Within Area	1201_7005_11.012	2	Residential	39 LONGFELLOW ST
Within Area	1201_6604_2	2	Residential	100 CARTERET AVE
Within Area	1201_6403_2	2	Residential	74 WASHINGTON AVE.
Within Area	1201_7309_21	2	Residential	1 HIGH STREET
Within Area	1201_7309_20	2	Residential	3 HIGH STREET
Within Area	1201_7703_9	2	Residential	8 PASSAIC ST
Within Area	1201_6701_17	2	Residential	86 CARTERET AVE
Within Area	1201_7005_5	2	Residential	125 CARTERET AVENUE
Within Area	1201_6404_5	2	Residential	124 LONGFELLOW ST
Within Area	1201_6404_4	2	Residential	122 LONGFELLOW ST
Within Area	1201_6801_9	2	Residential	37 ATLANTIC ST.
Within Area	1201_7105_13	2	Residential	52 ARTHUR AVE
Within Area	1201_6601_10	2	Residential	14 CYPRESS ST.
Within Area	1201_7105_10	2	Residential	14 LAUREL ST
Within Area	1201_6602_3	2	Residential	148 CARTERET AVENUE
Within Area	1201_6904_6	2	Residential	109 CARTERET AVE
Within Area	1201_301_18	2	Residential	38 LOCUST STREET
Within Area	1201_7302_15.01	2	Residential	30-A MCKINLEY AVENUE
Within Area	1201_7106_4	2	Residential	15 LAUREL ST.
Within Area	1201_6401_7	2	Residential	110 LONGFELLOW STREET
Within Area	1201_7808_1	2	Residential	66 WARREN STREET
Within Area	1201_7303_4	2	Residential	77 HOLLY ST
Within Area	1201_7204_8.01	2	Residential	35 ARTHUR AVENUE
Within Area	1201_6405_7	2	Residential	128 LOWELL ST
Within Area	1201_7003_1	2	Residential	12 LINDEN STREET
Within Area	1201_6801_8	2	Residential	55 CARTERET AVE
Within Area	1201_6906_3	2	Residential	44 EMERSON STREET
Within Area	1201_6503_10	2	Residential	5 IRVING ST
Within Area	1201_7204_6	2	Residential	29 SPRUCE ST
Within Area	1201_6701_4	2	Residential	89 WASHINGTON AVENUE
Within Area	1201_6901_13.01	2	Residential	21 LONGFELLOW ST.
Within Area	1201_6602_5	2	Residential	54 LINDEN ST
Within Area	1201_7602_18.03	2	Residential	5 ESSEX STREET
Within Area	1201_6801_4	2	Residential	128 PERSHING AVE
Within Area	1201_7802_11	2	Residential	24 WARREN ST
Within Area	1201_7005_6	2	Residential	123 CARTERET AVENUE
Within Area	1201_7005_11.02	2	Residential	106 PULASKI AVE.
Within Area	1201_7803_5.01	2	Residential	16 MERCER ST

Within Area	1201_6403_7	2	Residential	122 EMERSON ST
Within Area	1201_6906_1	2	Residential	64 PULASKI AVE
Within Area	1201_7705_16	2	Residential	38 CHROME AVE
Within Area	1201_6401_3	2	Residential	108 WASHINGTON AVE
Within Area	1201_7703_4	2	Residential	6 JESSIE STREET
Within Area	1201_7808_3.03	2	Residential	74 WARREN STREET
Within Area	1201_7309_1	2	Residential	12 ATLANTIC STREET
Within Area	1201_6904_11	2	Residential	90 PULASKI AVE
Within Area	1201_7602_18.18	2	Residential	35 ESSEX STREET
Within Area	1201_7602_18.17	2	Residential	33 ESSEX STREET
Within Area	1201_7602_18.16	2	Residential	31 ESSEX STREET
Within Area	1201_7604_9	2	Residential	36 UNION STREET
Within Area	1201_6503_7	2	Residential	140 HIGH ST
Within Area	1201_6601_3	2	Residential	164 CARTERET AVE
Within Area	1201_7801_2	2	Residential	39 EDWIN ST
Within Area	1201_6406_2	2	Residential	128 EMERSON ST
Within Area	1201_6406_1	2	Residential	126 EMERSON ST
Within Area	1201_6402_1	2	Residential	94 WASHINGTON AVE
Within Area	1201_7701_14	2	Residential	28 HUDSON ST
Within Area	1201_7310_2	2	Residential	113 ROOSEVELT AVE
Within Area	1201_7310_1	2	Residential	109 ROOSEVELT AVE
Within Area	1201_7310_20	2	Residential	8 HIGH STREET
Within Area	1201_7604_19.02	2	Residential	25 WARREN ST
Within Area	1201_7705_11	2	Residential	28 CHROME AVENUE
Within Area	1201_6805_10	2	Residential	ROOSEVELT AVE&LOCUST S
Within Area	1201_7208_2	2	Residential	19 SPRUCE STREET
Within Area	1201_6602_2	2	Residential	144 CARTERET AVE
Within Area	1201_6702_27	2	Residential	92 EMERSON ST
Within Area	1201_6702_28	2	Residential	94 EMERSON ST
Within Area	1201_7701_9	2	Residential	12 HUDSON STREET
Within Area	1201_6401_2	2	Residential	106 WASHINGTON AVE.
Within Area	1201_6902_16	2	Residential	19 LOWELL ST
Within Area	1201_7802_14	2	Residential	30 WARREN ST
Within Area	1201_7804_6	2	Residential	50 BERGEN ST
Within Area	1201_7804_7	2	Residential	52 BERGEN ST
Within Area	1201_7002_3	2	Residential	40 CYPRESS ST
Within Area	1201_7601_5	2	Residential	83 EDWIN STREET
Within Area	1201_7704_2	2	Residential	1 JESSIE ST
Within Area	1201_6704_18	2	Residential	68 ATLANTIC ST.
Within Area	1201_6702_2	2	Residential	83 WASHINGTON AVENUE
Within Area	1201_6902_17	2	Residential	15 LOWELL STREET
Within Area	1201_7803_2.02	2	Residential	6 MERCER STREET
Within Area	1201_6903_16	2	Residential	29 EMERSON STREET
Within Area	1201_6404_10	2	Residential	125 LOWELL STREET
Within Area	1201_6402_9	2	Residential	111 EMERSON ST
Within Area	1201_7303_11.02	2	Residential	56 LARCH ST.
Within Area	1201_7303_9	2	Residential	63 PERSHING AVE

Within Area	1201_7303_6	2	Residential	87 HOLLY ST
Within Area	1201_7303_5	2	Residential	81 HOLLY ST
Within Area	1201_6403_1	2	Residential	72 WASHINGTON AVE
Within Area	1201_7303_13	2	Residential	50 LARCH ST
Within Area	1201_7706_7	2	Residential	41 CHROME AVE
Within Area	1201_6903_18	2	Residential	21 EMERSON STREET
Within Area	1201_6903_17	2	Residential	25 EMERSON ST.
Within Area	1201_7802_39	2	Residential	17 MERCER ST
Within Area	1201_6307_5	2	Residential	121 LONGFELLOW ST
Within Area	1201_7802_15	2	Residential	32 WARREN STREET
Within Area	1201_7802_33	2	Residential	29 MERCER STREET
Within Area	1201_7801_13.02	2	Residential	3 EDWIN STREET
Within Area	1201_7303_12	2	Residential	54 LARCH ST
Within Area	1201_6905_6	2	Residential	99 CARTERET AVENUE
Within Area	1201_7004_10	2	Residential	112 PULASKI AVENUE
Within Area	1201_7302_1	2	Residential	32 MCKINLEY AVE.
Within Area	1201_6506_3	2	Residential	160 HIGH STREET
Within Area	1201_6703_25	2	Residential	154 PERSHING AVE
Within Area	1201_6602_11	2	Residential	72 LINDEN ST
Within Area	1201_6702_25	2	Residential	86 EMERSON ST
Within Area	1201_7705_2	2	Residential	10 CHROME AVE
Within Area	1201_6704_10	2	Residential	40 CARTERET AVE
Within Area	1201_6906_6	2	Residential	71 CARTERET AVE
Within Area	1201_7309_12	2	Residential	31 PULASKI AVE
Within Area	1201_6402_7	2	Residential	115-117 EMERSON ST
Within Area	1201_6904_9	2	Residential	49 LOWELL STREET
Within Area	1201_7602_18.04	2	Residential	7 ESSEX STREET
Within Area	1201_7706_4	2	Residential	47 CHROME AVE
Within Area	1201_6308_4	2	Residential	103 LONGFELLOW STREET
Within Area	1201_7302_10	2	Residential	84 HOLLY ST
Within Area	1201_6704_9	2	Residential	36 CARTERET AVENUE
Within Area	1201_6403_8	2	Residential	124 EMERSON STREET
Within Area	1201_7303_3	2	Residential	73 HOLLY ST
Within Area	1201_7601_4	2	Residential	85 EDWIN ST
Within Area	1201_6405_3	2	Residential	118 LOWELL STREET
Within Area	1201_6405_2	2	Residential	114 LOWELL ST
Within Area	1201_7701_3.02	2	Residential	9 SOMERSET ST.
Within Area	1201_6805_21	2	Residential	193 ROOSEVELT AVE
Within Area	1201_6406_5.02	2	Residential	195 PERSHING AVE.
Within Area	1201_6604_1	2	Residential	71 LOWELL STREET
Within Area	1201_6601_6	2	Residential	22 CYPRESS STREET
Within Area	1201_7105_11	2	Residential	16 LAUREL STREET
Within Area	1201_7703_10	2	Residential	10 PASSAIC ST
Within Area	1201_6602_21	2	Residential	55 S.WHITTIER ST
Within Area	1201_7307_22.01	2	Residential	75 PERSHING AVENUE
Within Area	1201_6604_12	2	Residential	88 LONGFELLOW STREET
Within Area	1201_6604_11	2	Residential	86 LONGFELLOW ST

Within Area	1201_6906_7	2	Residential	67 CARTERET AVE.
Within Area	1201_7703_8	2	Residential	6 PASSAIC ST
Within Area	1201_7302_2.01	2	Residential	34-A MCKINLEY AVE
Within Area	1201_6501_11	2	Residential	188 PERSHING AVE
Within Area	1201_7604_4	2	Residential	16-18-20 UNION STREET
Within Area	1201_7003_11	2	Residential	6 COOLIDGE AVE
Within Area	1201_6704_15	2	Residential	58 ATLANTIC ST
Within Area	1201_6601_20	2	Residential	69 LINDEN ST
Within Area	1201_6805_9	2	Residential	LOCUST ST
Within Area	1201_7701_6	2	Residential	3 SOMERSET STREET
Within Area	1201_7701_4	2	Residential	7 SOMERSET STREET
Within Area	1201_7302_3	2	Residential	5 SPRUCE ST
Within Area	1201_7604_19.03	2	Residential	23 WARREN ST
Within Area	1201_6406_5.01	2	Residential	197 PERSHING AVE.
Within Area	1201_6704_14	2	Residential	52 ATLANTIC ST.
Within Area	1201_6702_17.02	2	Residential	133 PERSHING AVENUE
Within Area	1201_6903_23	2	Residential	9 EMERSON ST
Within Area	1201_7208_10	2	Residential	54 HOLLY ST
Within Area	1201_7208_4	2	Residential	15 SPRUCE STREET
Within Area	1201_7705_3	2	Residential	12 CHROME AVENUE
Within Area	1201_7804_8	2	Residential	54 BERGEN STREET
Within Area	1201_7208_3	2	Residential	17 SPRUCE STREET
Within Area	1201_7307_17	2	Residential	93 PERSHING AVENUE
Within Area	1201_6503_18	2	Residential	14-16 WASHINGTON AVE
Within Area	1201_6308_8	2	Residential	116 WASHINGTON AVE
Within Area	1201_6402_6	2	Residential	119 EMERSON STREET
Within Area	1201_6505_9	2	Residential	155 HIGH STREET
Within Area	1201_7603_15	2	Residential	29 UNION STREET
Within Area	1201_6403_10	2	Residential	189 PERSHING AVENUE
Within Area	1201_6602_12	2	Residential	74 LINDEN ST
Within Area	1201_302_5.04	2	Residential	172-D ROOSEVELT AVENUE
Within Area	1201_7604_16	2	Residential	35 WARREN ST
Within Area	1201_6805_7	2	Residential	18 LOCUST ST
Within Area	1201_6503_14	2	Residential	41 LOCUST ST.
Within Area	1201_6501_12	2	Residential	192 PERSHING AVE
Within Area	1201_7003_5	2	Residential	115 PULASKI AVE
Within Area	1201_7003_6	2	Residential	113 PULASKI AVE
Within Area	1201_6702_14	2	Residential	147 PERSHING AVE
Within Area	1201_7310_22	2	Residential	4 HIGH STREET
Within Area	1201_7602_18.20	2	Residential	39 ESSEX STREET
Within Area	1201_7309_13	2	Residential	25 PULASKI AVENUE
Within Area	1201_7706_11	2	Residential	33 CHROME AVE
Within Area	1201_7701_10.01	2	Residential	18 HUDSON STREET
Within Area	1201_7303_16	2	Residential	40 LARCH ST
Within Area	1201_7307_16	2	Residential	99-101 PERSHING AVENUE
Within Area	1201_7802_41	2	Residential	13 MERCER STREET
Within Area	1201_6601_24	2	Residential	55 LINDEN ST

Within Area	1201_6307_9	2	Residential	113 LONGFELLOW ST.
Within Area	1201_6601_19	2	Residential	71 LINDEN ST
Within Area	1201_7207_11	2	Residential	12 SPRUCE STREET
Within Area	1201_6703_27	2	Residential	160 PERSHING AVE
Within Area	1201_7307_2	2	Residential	8 EMERSON ST
Within Area	1201_7208_8	2	Residential	29 MCKINLEY AVE
Within Area	1201_7706_8	2	Residential	39 CHROME AVENUE
Within Area	1201_7702_3.02	2	Residential	138 UNION STREET
Within Area	1201_6802_6.21	2	Residential	49-B CARTERET AVE.
Within Area	1201_6307_2.02	2	Residential	30 N.WHITTIER ST.
Within Area	1201_6601_18	2	Residential	75 LINDEN ST
Within Area	1201_6801_2	2	Residential	124 PERSHING AVE
Within Area	1201_7302_9	2	Residential	86 HOLLY STREET
Within Area	1201_7302_4	2	Residential	3 SPRUCE STREET
Within Area	1201_6702_31	2	Residential	100 EMERSON ST
Within Area	1201_6504_1	2	Residential	196 PERSHING AVE.
Within Area	1201_7003_9	2	Residential	33 S.WHITTIER STREET
Within Area	1201_7002_21	2	Residential	19 LINDEN STREET
Within Area	1201_7804_5	2	Residential	48 BERGEN ST
Within Area	1201_7603_22	2	Residential	72 EDWIN ST
Within Area	1201_6903_5	2	Residential	16 LOWELL ST.
Within Area	1201_7507_11	2	Residential	89-91 WARREN ST
Within Area	1201_7808_14	2	Residential	26 PERSHING AVE
Within Area	1201_6703_18	2	Residential	60 CARTERET AVE
Within Area	1201_7602_18.09	2	Residential	17 ESSEX STREET
Within Area	1201_7309_7	2	Residential	24 ATLANTIC ST.
Within Area	1201_7702_8	2	Residential	3 PASSAIC STREET
Within Area	1201_6901_6	2	Residential	107 PULASKI AVENUE
Within Area	1201_7309_18	2	Residential	7 HIGH ST
Within Area	1201_6307_7.02	2	Residential	22-A N.WHITTIER ST.
Within Area	1201_301_8	2	Residential	229 ROOSEVELT AVE
Within Area	1201_6802_4	2	Residential	38 ATLANTIC STREET
Within Area	1201_6307_10	2	Residential	22 N.WHITTIER STREET
Within Area	1201_6401_6	2	Residential	108 LONGFELLOW STREET
Within Area	1201_7507_7.01	2	Residential	82 UNION STREET
Within Area	1201_301_6	2	Residential	225 ROOSEVELT AVE
Within Area	1201_6803_3	2	Residential	6-8 PULASKI AVENUE
Within Area	1201_6803_4	2	Residential	10 PULASKI AVE
Within Area	1201_7308_7	2	Residential	41 PULASKI AVE
Within Area	1201_7106_14	2	Residential	18 BIRCH ST.
Within Area	1201_6403_13	2	Residential	179 PERSHING AVE
Within Area	1201_6602_4	2	Residential	152 CARTERET AVE
Within Area	1201_7802_8	2	Residential	18 WARREN STREET
Within Area	1201_7802_3	2	Residential	36 EDWIN ST
Within Area	1201_7802_2	2	Residential	34 EDWIN STREET
Within Area	1201_7005_4	2	Residential	42 S.WHITTIER STREET
Within Area	1201_7507_19.01	2	Residential	38 PERSHING AVE.



Within Area	1201_6902_1	2	Residential	42 LONGFELLOW STREET
Within Area	1201_6704_8	2	Residential	34 CARTERET AVENUE
Within Area	1201_7507_14.03	2	Residential	75 WARREN ST
Within Area	1201_6903_9	2	Residential	81 PULASKI AVE
Within Area	1201_7002_15	2	Residential	39 LINDEN STREET
Within Area	1201_7106_9	2	Residential	47 MCKINLEY AVE.
Within Area	1201_6704_12	2	Residential	46 ATLANTIC ST.
Within Area	1201_7207_2	2	Residential	42 ARTHUR AVE
Within Area	1201_7602_18.07	2	Residential	13 ESSEX STREET
Within Area	1201_6804_9	2	Residential	17 LOCUST STREET
Within Area	1201_6402_2	2	Residential	96-98 LOWELL STREET
Within Area	1201_6604_28	2	Residential	75 LOWELL ST
Within Area	1201_6802_9	2	Residential	103 HIGH ST
Within Area	1201_7705_17	2	Residential	40 CHROME AVE
Within Area	1201_6307_13	2	Residential	28 N. WHITTIER ST.
Within Area	1201_7804_9	2	Residential	56-58 BERGEN ST
Within Area	1201_6603_4	2	Residential	126 CARTERET AVE
Within Area	1201_7802_38	2	Residential	19 MERCER STREET
Within Area	1201_6703_14	2	Residential	53 ATLANTIC ST.
Within Area	1201_7002_12	2	Residential	161 CARTERET AVE
Within Area	1201_7702_14.02	2	Residential	14 SOMERSET STREET
Within Area	1201_7207_7	2	Residential	43 MC KINLEY AVE
Within Area	1201_7005_3	2	Residential	40 S.WHITTIER STREET
Within Area	1201_6905_5	2	Residential	52 LOWELL STREET
Within Area	1201_6905_4	2	Residential	50 LOWELL STREET
Within Area	1201_7207_14	2	Residential	18 SPRUCE ST
Within Area	1201_7604_7	2	Residential	30 UNION STREET
Within Area	1201_6404_6	2	Residential	126 LONGFELLOW ST
Within Area	1201_7310_4	2	Residential	121 ROOSEVELT AVE
Within Area	1201_6404_7	2	Residential	128 LONGFELLOW STREET
Within Area	1201_7002_4	2	Residential	38 CYPRESS ST
Within Area	1201_7701_10.02	2	Residential	20 HUDSON STREET
Within Area	1201_7701_15	2	Residential	30-32 HUDSON STREET
Within Area	1201_7701_3.01	2	Residential	11 SOMERSET STREET
Within Area	1201_7701_2	2	Residential	13-15 SOMERSET ST
Within Area	1201_6801_12	2	Residential	42 PULASKI AVE.
Within Area	1201_7704_3	2	Residential	3 JESSIE ST
Within Area	1201_7603_19	2	Residential	11 UNION STREET
Within Area	1201_6404_8	2	Residential	129 LOWELL STREET
Within Area	1201_7309_4	2	Residential	18 ATLANTIC ST.
Within Area	1201_7705_4	2	Residential	14 CHROME AVE
Within Area	1201_301_19	2	Residential	36 LOCUST ST
Within Area	1201_7507_1	2	Residential	64 UNION ST
Within Area	1201_6701_14	2	Residential	73 EMERSON ST
Within Area	1201_7507_2.02	2	Residential	68 UNION STREET
Within Area	1201_6405_6	2	Residential	126 LOWELL ST
Within Area	1201_7002_14	2	Residential	47 LINDEN STREET

Within Area	1201_6501_13	2	Residential	51 IRVING ST
Within Area	1201_7507_6.01	2	Residential	80 UNION STREET
Within Area	1201_6504_6	2	Residential	208 PERSHING AVE
Within Area	1201_6506_1	2	Residential	154-156 HIGH STREET
Within Area	1201_7002_7	2	Residential	32 CYPRESS ST
Within Area	1201_7307_20	2	Residential	81-83 PERSHING AVE
Within Area	1201_7307_21	2	Residential	77-79 PERSHING AVENUE
Within Area	1201_7105_2	2	Residential	58 ARTHUR AVE
Within Area	1201_7808_6	2	Residential	84 WARREN STREET
Within Area	1201_7309_5	2	Residential	20 ATLANTIC STREET
Within Area	1201_6506_2	2	Residential	158 HIGH STREET
Within Area	1201_7702_1	2	Residential	128 UNION ST
Within Area	1201_7601_7	2	Residential	75 EDWIN STREET
Within Area	1201_7705_22	2	Residential	50 CHROME AVE.
Within Area	1201_7701_13	2	Residential	26 HUDSON ST
Within Area	1201_7105_1	2	Residential	56 ARTHUR AVE.
Within Area	1201_301_14	2	Residential	48 LOCUST STREET
Within Area	1201_302_5.07	2	Residential	172-G ROOSEVELT AVENUE
Within Area	1201_6801_3	2	Residential	126 PERSHING AVENUE
Within Area	1201_6701_23	2	Residential	80 LOWELL ST
Within Area	1201_7702_2	2	Residential	130 UNION STREET
Within Area	1201_7207_15	2	Residential	36 ARTHUR AVE.
Within Area	1201_7309_3	2	Residential	16 ATLANTIC ST.
Within Area	1201_7302_14	2	Residential	26-28 MCKINLEY AVE.
Within Area	1201_7802_27	2	Residential	3-A SALEM AVENUE
Within Area	1201_6702_8	2	Residential	165 PERSHING AVE
Within Area	1201_7302_12	2	Residential	80 HOLLY STREET
Within Area	1201_7808_3.04	2	Residential	76 WARREN STREET
Within Area	1201_7308_4	2	Residential	88 PERSHING AVENUE
Within Area	1201_6801_11	2	Residential	40 PULASKI AVENUE
Within Area	1201_7602_18.12	2	Residential	23 ESSEX STREET
Within Area	1201_7310_19	2	Residential	10 HIGH STREET
Within Area	1201_6308_15	2	Residential	16 N.WHITTIER STREET
Within Area	1201_7002_10	2	Residential	169 CARTERET AVE
Within Area	1201_7002_22	2	Residential	17 LINDEN ST
Within Area	1201_6702_17.01	2	Residential	135 PERSHING AVE
Within Area	1201_7309_22	2	Residential	17-19 TERMINAL AVENUE
Within Area	1201_7604_11	2	Residential	SALEM AVENUE
Within Area	1201_6905_1	2	Residential	78 PULASKI AVE
Within Area	1201_6906_10	2	Residential	129 PERSHING AVE
Within Area	1201_7601_8	2	Residential	71 EDWIN STREET
Within Area	1201_6702_29	2	Residential	96 EMERSON ST
Within Area	1201_7002_9.01	2	Residential	28 CYPRESS ST
Within Area	1201_7002_6	2	Residential	34 CYPRESS ST
Within Area	1201_7604_13	2	Residential	11 SALEM AVENUE
Within Area	1201_6704_11	2	Residential	42 ATLANTIC ST.
Within Area	1201_6604_13	2	Residential	92 LONGFELLOW STREET



Within Area	1201_6604_20	2	Residential	91 LOWELL STREET
Within Area	1201_7302_6	2	Residential	SPRUCE STREET
Within Area	1201_6902_18	2	Residential	11 LOWELL ST
Within Area	1201_7207_1	2	Residential	40 ARTHUR AVE.
Within Area	1201_7004_4	2	Residential	151 CARTERET AVE
Within Area	1201_7603_11	2	Residential	25 SALEM AVENUE
Within Area	1201_7706_6	2	Residential	43 CHROME AVE
Within Area	1201_7706_5	2	Residential	45 CHROME AVE
Within Area	1201_7703_5	2	Residential	4 JESSIE ST
Within Area	1201_7602_18.11	2	Residential	21 ESSEX STREET
Within Area	1201_6505_8	2	Residential	161 HIGH STREET
Within Area	1201_7705_8	2	Residential	22 CHROME AVE
Within Area	1201_6702_24	2	Residential	78 EMERSON ST.
Within Area	1201_7802_21	2	Residential	5-C SALEM AVE
Within Area	1201_6704_16	2	Residential	64 ATLANTIC ST
Within Area	1201_7602_18.23	2	Residential	45 ESSEX STREET
Within Area	1201_6701_3	2	Residential	91 WASHINGTON AVE
Within Area	1201_7802_17	2	Residential	36 WARREN ST
Within Area	1201_6401_9	2	Residential	99 LOWELL STREET
Within Area	1201_7803_4.01	2	Residential	12 MERCER STREET
Within Area	1201_6402_10	2	Residential	109 EMERSON STREET
Within Area	1201_7207_4	2	Residential	15 BIRCH ST
Within Area	1201_7602_18.22	2	Residential	43 ESSEX STREET
Within Area	1201_7802_44	2	Residential	26-28 EDWIN STREET
Within Area	1201_7002_18	2	Residential	27 LINDEN ST
Within Area	1201_7207_13	2	Residential	16 SPRUCE ST
Within Area	1201_6503_15	2	Residential	39 LOCUST ST
Within Area	1201_6503_17	2	Residential	12 WASHINGTON AVE.
Within Area	1201_7309_6	2	Residential	22 ATLANTIC ST.
Within Area	1201_7604_1	2	Residential	56 EDWIN STREET
Within Area	1201_6905_3	2	Residential	48 LOWELL ST
Within Area	1201_301_16	2	Residential	44 LOCUST ST
Within Area	1201_7802_40	2	Residential	15 MERCER ST
Within Area	1201_7601_11	2	Residential	61 EDWIN ST
Within Area	1201_7704_4	2	Residential	5 JESSIE ST
Within Area	1201_7701_7	2	Residential	1 SOMERSET STREET
Within Area	1201_6602_7	2	Residential	62 LINDEN ST
Within Area	1201_7003_8	2	Residential	109 PULASKI AVE
Within Area	1201_6805_3	2	Residential	4-6 LOCUST STREET
Within Area	1201_6403_6	2	Residential	118 EMERSON ST
Within Area	1201_7802_1	2	Residential	32 EDWIN STREET
Within Area	1201_7302_7	2	Residential	90-92 HOLLY STREET
Within Area	1201_6803_5	2	Residential	20 PULASKI AVE
Within Area	1201_6604_3	2	Residential	110 CARTERET AVE
Within Area	1201_7310_15	2	Residential	17 PULASKI AVE
Within Area	1201_6402_4	2	Residential	123 EMERSON ST
Within Area	1201_7303_2.01	2	Residential	65 HOLLY STREET

Within Area	1201_6404_11	2	Residential	123 LOWELL ST
Within Area	1201_7802_34	2	Residential	27 MERCER STREET
Within Area	1201_7706_18	2	Residential	19 CHROME AVE.
Within Area	1201_6401_1	2	Residential	104 WASHINGTON AVE
Within Area	1201_6403_11	2	Residential	185 PERSHING AVE
Within Area	1201_7308_10	2	Residential	27 ATLANTIC ST.
Within Area	1201_7207_8	2	Residential	41 MCKINLEY AVE
Within Area	1201_7303_18	2	Residential	8-10 MCKINLEY AVENUE
Within Area	1201_7706_24	2	Residential	CHROME AVE
Within Area	1201_7310_5	2	Residential	125 ROOSEVELT AVE
Within Area	1201_7802_9	2	Residential	20 WARREN ST
Within Area	1201_7703_3	2	Residential	8 JESSIE ST
Within Area	1201_301_12	2	Residential	42 IRVING ST
Within Area	1201_301_7	2	Residential	227 ROOSEVELT AVE
Within Area	1201_6802_5	2	Residential	53 CARTERET AVE
Within Area	1201_7604_12	2	Residential	13 SALEM AVENUE
Within Area	1201_7105_5	2	Residential	15 COOLIDGE AVE
Within Area	1201_7808_3.02	2	Residential	72 WARREN STREET
Within Area	1201_6603_12	2	Residential	77 LONGFELLOW ST
Within Area	1201_7207_12	2	Residential	14 SPRUCE STREET
Within Area	1201_6601_4	2	Residential	168 CARTERET AVENUE
Within Area	1201_6603_9.013	2	Residential	62 S.WHITTIER ST
Within Area	1201_6404_15	2	Residential	115 LOWELL ST
Within Area	1201_7604_14	2	Residential	9 SALEM AVENUE
Within Area	1201_6703_28	2	Residential	162 PERSHING AVE
Within Area	1201_7002_2	2	Residential	42 CYPRESS ST.
Within Area	1201_7003_3	2	Residential	16 LINDEN ST
Within Area	1201_7003_4	2	Residential	18 LINDEN ST
Within Area	1201_6904_2	2	Residential	98 PULASKI AVENUE
Within Area	1201_6802_8	2	Residential	105 HIGH STREET
Within Area	1201_6701_26	2	Residential	86 LOWELL ST
Within Area	1201_7505_7	2	Residential	75 UNION ST
Within Area	1201_6503_13	2	Residential	43 LOCUST ST
Within Area	1201_6503_12	2	Residential	47 LOCUST ST
Within Area	1201_6402_5	2	Residential	121 EMERSON STREET
Within Area	1201_6903_10	2	Residential	79 PULASKI AVE.
Within Area	1201_6903_13	2	Residential	71 PULASKI AVE
Within Area	1201_6404_1	2	Residential	114 LONGFELLOW ST
Within Area	1201_6901_10	2	Residential	27 LONGFELLOW ST
Within Area	1201_7706_23	2	Residential	9 CHROME AVE
Within Area	1201_6604_26	2	Residential	81 LOWELL STREET
Within Area	1201_6506_8	2	Residential	59 LOCUST ST
Within Area	1201_7106_6	2	Residential	11 LAUREL ST.
Within Area	1201_7106_10	2	Residential	45 MCKINLEY AVE.
Within Area	1201_7106_11	2	Residential	12 BIRCH ST.
Within Area	1201_7106_2	2	Residential	50 ARTHUR AVE.
Within Area	1201_6701_16	2	Residential	84 CARTERET AVE

Within Area	1201_6603_6	2	Residential	46 S.WHITTIER STREET
Within Area	1201_6701_7	2	Residential	95 EMERSON ST
Within Area	1201_6403_4	2	Residential	112 EMERSON ST
Within Area	1201_6604_22	2	Residential	87 LOWELL ST
Within Area	1201_6703_23	2	Residential	148 PERSHING AVE.
Within Area	1201_6703_24	2	Residential	150 PERSHING AVE
Within Area	1201_6601_22	2	Residential	61 LINDEN ST
Within Area	1201_7507_17.02	2	Residential	69 WARREN STREET
Within Area	1201_7706_21	2	Residential	13 CHROME AVE
Within Area	1201_7801_4	2	Residential	31 EDWIN STREET
Within Area	1201_7507_7.02	2	Residential	84 UNION STREET
Within Area	1201_7105_6	2	Residential	13 COOLIDGE AVE
Within Area	1201_6603_8	2	Residential	50 S.WHITTIER STREET
Within Area	1201_7704_5	2	Residential	7 JESSIE ST.
Within Area	1201_7308_11	2	Residential	23 ATLANTIC ST.
Within Area	1201_7303_14	2	Residential	48 LARCH STREET
Within Area	1201_6805_2	2	Residential	14 CARTERET AVENUE
Within Area	1201_7105_12	2	Residential	18 LAUREL STREET
Within Area	1201_7507_14.02	2	Residential	77 WARREN STREET
Within Area	1201_6603_9.019	2	Residential	83 LONGFELLOW ST
Within Area	1201_7505_8.02	2	Residential	65 UNION STREET
Within Area	1201_7705_20	2	Residential	46 CHROME AVENUE
Within Area	1201_7705_21	2	Residential	48 CHROME AVENUE
Within Area	1201_7005_9	2	Residential	47 LONGFELLOW ST
Within Area	1201_6902_4	2	Residential	36 LONGFELLOW ST
Within Area	1201_6401_12	2	Residential	98 WASHINGTON AVE
Within Area	1201_6604_19	2	Residential	105 WASHINGTON AVE
Within Area	1201_6603_9.011	2	Residential	54 S. WHITTIER ST
Within Area	1201_7706_2.02	2	Residential	53 CHROME AVE.
Within Area	1201_6804_10	2	Residential	15 LOCUST ST
Within Area	1201_6805_8	2	Residential	20 LOCUST STREET
Within Area	1201_7801_10	2	Residential	15 EDWIN STREET
Within Area	1201_6902_8	2	Residential	95 PULASKI AVE
Within Area	1201_6604_5	2	Residential	72 LONGFELLOW STREET
Within Area	1201_7003_7	2	Residential	111 PULASKI AVE
Within Area	1201_7309_17	2	Residential	9 HIGH ST
Within Area	1201_7302_8	2	Residential	88 HOLLY ST
Within Area	1201_7307_19	2	Residential	85 PERSHING AVENUE
Within Area	1201_7105_3	2	Residential	17 WILLOW STREET
Within Area	1201_6604_21	2	Residential	89 LOWELL ST
Within Area	1201_6904_3	2	Residential	46 LONGFELLOW ST.
Within Area	1201_7801_11	2	Residential	11 EDWIN STREET
Within Area	1201_7602_18.06	2	Residential	11 ESSEX STREET
Within Area	1201_7702_12	2	Residential	8 SOMERSET STREET
Within Area	1201_7002_19	2	Residential	23 LINDEN ST
Within Area	1201_6604_25	2	Residential	83 LOWELL STREET
Within Area	1201_7308_12	2	Residential	21 ATLANTIC ST.

Within Area	1201_6604_9	2	Residential	80 LONGFELLOW ST.
Within Area	1201_7004_7	2	Residential	139 CARTERET AVE
Within Area	1201_7507_13	2	Residential	81 WARREN ST
Within Area	1201_6401_13	2	Residential	100 WASHINGTON AVE
Within Area	1201_7705_18	2	Residential	42 CHROME AVE
Within Area	1201_7604_17	2	Residential	33 WARREN ST
Within Area	1201_7706_3.02	2	Residential	49 CHROME AVE.
Within Area	1201_7207_10	2	Residential	37 MCKINLEY AVENUE
Within Area	1201_7106_12	2	Residential	14 BIRCH ST.
Within Area	1201_7308_15	2	Residential	13 ATLANTIC ST.
Within Area	1201_6308_14	2	Residential	14 N.WHITTIER STREET
Within Area	1201_6604_10	2	Residential	84 LONGFELLOW ST
Within Area	1201_7602_14	2	Residential	53 ESSEX STREET
Within Area	1201_6603_11	2	Residential	79 LONGFELLOW ST
Within Area	1201_6604_6	2	Residential	74 LONGFELLOW STREET
Within Area	1201_7803_8	2	Residential	30 MERCER STREET
Within Area	1201_7207_16	2	Residential	38 ARTHUR AVE
Within Area	1201_6703_8	2	Residential	73 ATLANTIC ST
Within Area	1201_7802_42	2	Residential	11 MERCER ST
Within Area	1201_7507_14.01	2	Residential	79 WARREN STREET
Within Area	1201_7507_18	2	Residential	34-36 PERSHING AVENUE
Within Area	1201_6901_13.02	2	Residential	2 COOLIDGE AVENUE
Within Area	1201_6901_2	2	Residential	28 S.WHITTIER STREET
Within Area	1201_7808_13.02	2	Residential	71 MERCER STREET
Within Area	1201_6603_9.014	2	Residential	66 S WHITTIER ST
Within Area	1201_302_5.05	2	Residential	172-E ROOSEVELT AVE.
Within Area	1201_6603_14	2	Residential	73 LONGFELLOW STREET
Within Area	1201_7310_21	2	Residential	6 HIGH ST
Within Area	1201_7604_19.01	2	Residential	27 WARREN ST
Within Area	1201_6702_6	2	Residential	73 WASHINGTON AVENUE
Within Area	1201_6702_5	2	Residential	75 WASHINGTON AVE
Within Area	1201_6701_25	2	Residential	84 LOWELL ST
Within Area	1201_7702_13	2	Residential	10 SOMERSET STREET
Within Area	1201_6703_9	2	Residential	69 ATLANTIC ST
Within Area	1201_6603_5	2	Residential	44 S.WHITTIER STREET
Within Area	1201_6601_13	2	Residential	6 CYPRESS STREET
Within Area	1201_7106_7	2	Residential	51 MCKINLEY AVE.
Within Area	1201_7106_8	2	Residential	49 MCKINLEY AVE.
Within Area	1201_6701_13	2	Residential	75 EMERSON STREET
Within Area	1201_6701_12	2	Residential	79 EMERSON STREET
Within Area	1201_6603_9.012	2	Residential	58 S. WHITTIER ST
Within Area	1201_6603_9.018	2	Residential	87 LONGFELLOW ST
Within Area	1201_7602_18.08	2	Residential	15 ESSEX STREET
Within Area	1201_7801_13.01	2	Residential	5 EDWIN STREET
Within Area	1201_6308_13	2	Residential	12 N.WHITTIER STREET
Within Area	1201_7004_1	2	Residential	34 LINDEN ST
Within Area	1201_6602_24	2	Residential	43 S.WHITTIER STREET

Within Area	1201_6902_5	2	Residential	34 LONGFELLOW ST
Within Area	1201_6902_20	2	Residential	3 LOWELL ST
Within Area	1201_7307_12	2	Residential	63 PULASKI AVENUE
Within Area	1201_6902_15	2	Residential	23 LOWELL ST
Within Area	1201_6601_21	2	Residential	65 LINDEN ST
Within Area	1201_7005_2	2	Residential	38 S.WHITTIER STREET
Within Area	1201_7602_18.02	2	Residential	3 ESSEX STREET
Within Area	1201_6308_2	2	Residential	107 LONGFELLOW ST
Within Area	1201_7802_37	2	Residential	21 MERCER STREET
Within Area	1201_7802_10	2	Residential	22 WARREN STREET
Within Area	1201_301_9	2	Residential	231 ROOSEVELT AVE
Within Area	1201_7701_8	2	Residential	54-56 CHROME AVE.
Within Area	1201_7309_11	2	Residential	35 PULASKI AVENUE
Within Area	1201_6701_24	2	Residential	82 LOWELL ST
Within Area	1201_7005_1	2	Residential	36 S.WHITTIER STREET
Within Area	1201_6903_20	2	Residential	15 EMERSON STREET
Within Area	1201_7602_18.19	2	Residential	37 ESSEX STREET
Within Area	1201_6704_17	2	Residential	66 ATLANTIC ST
Within Area	1201_7803_3.01	2	Residential	8 MERCER STREET
Within Area	1201_6801_10	2	Residential	33 ATLANTIC ST.
Within Area	1201_7003_10	2	Residential	31 S.WHITTIER STREET
Within Area	1201_6903_2	2	Residential	8 LOWELL ST
Within Area	1201_6701_9	2	Residential	91 EMERSON STREET
Within Area	1201_6902_14	2	Residential	27 LOWELL ST
Within Area	1201_7208_5	2	Residential	13 SPRUCE ST
Within Area	1201_6702_12	2	Residential	151 PERSHING AVE
Within Area	1201_6802_6.22	2	Residential	49-A CARTERET AVE.
Within Area	1201_6903_6	2	Residential	20 LOWELL ST
Within Area	1201_6602_8	2	Residential	66 LINDEN STREET
Within Area	1201_6602_9	2	Residential	68 LINDEN ST
Within Area	1201_7705_9	2	Residential	24 CHROME AVE
Within Area	1201_7702_15	2	Residential	16 SOMERSET STREET
Within Area	1201_7602_18.14	2	Residential	27 ESSEX STREET
Within Area	1201_6701_8	2	Residential	93 EMERSON STREET
Within Area	1201_7802_36	2	Residential	23 MERCER ST
Within Area	1201_6901_12	2	Residential	23 LONGFELLOW ST
Within Area	1201_7507_19.02	2	Residential	40 PERSHING AVE
Within Area	1201_7002_1	2	Residential	44 CYPRESS STREET
Within Area	1201_6903_1	2	Residential	6 LOWELL ST
Within Area	1201_6904_7	2	Residential	105 CARTERET AVENUE
Within Area	1201_6602_18	2	Residential	67 S.WHITTIER STREET
Within Area	1201_6601_11	2	Residential	12 CYPRESS ST
Within Area	1201_7307_11	2	Residential	67 PULASKI AVE
Within Area	1201_6404_3	2	Residential	118 LONGFELLOW ST
Within Area	1201_7803_5.02	2	Residential	18 MERCER ST
Within Area	1201_6402_8	2	Residential	113 EMERSON ST
Within Area	1201_7602_18.21	2	Residential	41 ESSEX STREET

Within Area	1201_6703_21	2	Residential	138 PERSHING AVE.
Within Area	1201_7706_13	2	Residential	29 CHROME AVE
Within Area	1201_7302_15.02	2	Residential	30-B MCKINLEY AVENUE
Within Area	1201_6802_1	2	Residential	28 PULASKI AVE
Within Area	1201_7310_7	2	Residential	131 ROOSEVELT AVENUE
Within Area	1201_7802_20	2	Residential	5-D SALEM AVENUE
Within Area	1201_7802_26	2	Residential	3-B SALEM AVENUE
Within Area	1201_7310_8	2	Residential	133 ROOSEVELT AVENUE
Within Area	1201_301_1	2	Residential	4 WASHINGTON AVENUE
Within Area	1201_6803_6	2	Residential	22-A PULASKI AVENUE
Within Area	1201_7310_16	2	Residential	19 PULASKI AVENUE
Within Area	1201_6904_12	2	Residential	86 PULASKI AVE.
Within Area	1201_7808_7.01	2	Residential	88 WARREN STREET
Within Area	1201_7303_11.01	2	Residential	58 LARCH ST.
Within Area	1201_7604_6	2	Residential	28 UNION STREET
Within Area	1201_7702_10	2	Residential	4 SOMERSET STREET
Within Area	1201_7604_8	2	Residential	34 UNION ST
Within Area	1201_7706_10	2	Residential	35 CHROME AVE
Within Area	1201_7002_8	2	Residential	30 CYPRESS ST
Within Area	1201_6601_9	2	Residential	16 CYPRESS ST
Within Area	1201_6601_7	2	Residential	20 CYPRESS ST
Within Area	1201_7705_12	2	Residential	30 CHROME AVE
Within Area	1201_7705_13	2	Residential	32 CHROME AVE
Within Area	1201_7705_14	2	Residential	34 CHROME AVE
Within Area	1201_6308_5	2	Residential	101 LONGFELLOW ST
Within Area	1201_7802_35	2	Residential	25 MERCER ST
Within Area	1201_6802_11	2	Residential	26 PULASKI AVENUE
Within Area	1201_7801_5	2	Residential	27 EDWIN STREET
Within Area	1201_7002_20	2	Residential	21 LINDEN ST
Within Area	1201_7004_6	2	Residential	145 CARTERET AVE
Within Area	1201_7808_15	2	Residential	28 PERSHING AVE
Within Area	1201_7702_9	2	Residential	1 PASSAIC ST
Within Area	1201_6906_5	2	Residential	48 EMERSON ST
Within Area	1201_6701_10	2	Residential	85 EMERSON STREET
Within Area	1201_7801_8	2	Residential	EDWIN STREET
Within Area	1201_7702_14.01	2	Residential	12 SOMERSET STREET
Within Area	1201_7005_7	2	Residential	121 CARTERET AVE
Within Area	1201_7701_5	2	Residential	5 SOMERSET STREET
Within Area	1201_6901_7	2	Residential	105 PULASKI AVE
Within Area	1201_6902_2	2	Residential	40 LONGFELLOW ST
Within Area	1201_6902_3	2	Residential	38 LONGFELLOW ST.
Within Area	1201_6702_22	2	Residential	74 EMERSON ST
Within Area	1201_7803_2.01	2	Residential	4 MERCER STREET
Within Area	1201_7801_9	2	Residential	19 EDWIN ST
Within Area	1201_6307_12	2	Residential	26 N. WHITTIER STREET
Within Area	1201_7302_5	2	Residential	1-1A SPRUCE STREET
Within Area	1201_6702_20	2	Residential	72 CARTERET AVE



Within Area	1201_7706_12	2	Residential	31 CHROME AVE
Within Area	1201_7307_10	2	Residential	34 EMERSON ST
Within Area	1201_7307_13	2	Residential	57 PULASKI AVENUE
Within Area	1201_7207_6	2	Residential	11 BIRCH STREET
Within Area	1201_6308_9	2	Residential	120 WASHINGTON AVE
Within Area	1201_7801_6	2	Residential	25 EDWIN ST
Within Area	1201_7802_6	2	Residential	14 WARREN STREET
Within Area	1201_6603_7	2	Residential	48 S.WHITTIER STREET
Within Area	1201_6603_13	2	Residential	75 LONGFELLOW ST
Within Area	1201_6704_22	2	Residential	76 ATLANTIC ST.
Within Area	1201_6704_21	2	Residential	74 ATLANTIC ST
Within Area	1201_6602_25	2	Residential	39 SOUTH WHITTIER ST.
Within Area	1201_6602_22	2	Residential	51 SOUTH WHITTIER ST
Within Area	1201_6602_23	2	Residential	47 S.WHITTIER STREET
Within Area	1201_6503_4.01	2	Residential	136 HIGH STREET
Within Area	1201_6702_30	2	Residential	98 EMERSON STREET
Within Area	1201_7706_9	2	Residential	37 CHROME AVE
Within Area	1201_6802_7	2	Residential	47 CARTERET AVENUE
Within Area	1201_6405_5	2	Residential	124 LOWELL STREET
Within Area	1201_6405_4	2	Residential	122 LOWELL STREET
Within Area	1201_6404_12	2	Residential	121 LOWELL STREET
Within Area	1201_6404_13	2	Residential	119 LOWELL ST
Within Area	1201_7308_5	2	Residential	90 PERSHING AVE
Within Area	1201_7106_16	2	Residential	46 ARTHUR AVE.
Within Area	1201_6503_4	2	Residential	132 HIGH STREET
Within Area	1201_6503_1	2	Residential	20 WASHINGTON AVE
Within Area	1201_7705_15	2	Residential	36 CHROME AVE
Within Area	1201_6404_9	2	Residential	127 LOWELL ST
Within Area	1201_7004_9	2	Residential	41 S.WHITTIER STREET
Within Area	1201_7808_4	2	Residential	80 WARREN STREET
Within Area	1201_7207_5	2	Residential	13 BIRCH ST.
Within Area	1201_7505_8.01	2	Residential	67 UNION STREET
Within Area	1201_6604_18	2	Residential	109 WASHINGTON AVENUE
Within Area	1201_7303_15	2	Residential	42 LARCH ST
Within Area	1201_7808_16	2	Residential	32 PERSHING AVE.
Within Area	1201_7302_11	2	Residential	82 HOLLY ST
Within Area	1201_7802_5	2	Residential	12 WARREN STREET
Within Area	1201_7803_7	2	Residential	26 MERCER ST.
Within Area	1201_7803_6	2	Residential	22 MERCER STREET
Within Area	1201_7208_7	2	Residential	35 MCKINLEY AVE
Within Area	1201_6602_10	2	Residential	70 LINDEN ST
Within Area	1201_7208_1	2	Residential	21 SPRUCE ST
Within Area	1201_7307_7	2	Residential	22 EMERSON ST
Within Area	1201_6704_20	2	Residential	72 ATLANTIC ST
Within Area	1201_6704_19	2	Residential	70 ATLANTIC ST.
Within Area	1201_6906_8	2	Residential	65 CARTERET AVENUE
Within Area	1201_6903_4	2	Residential	12 LOWELL STREET

Within Area	1201_7106_15	2	Residential	44 ARTHUR AVE.
Within Area	1201_7002_23	2	Residential	13 LINDEN ST
Within Area	1201_6702_4	2	Residential	79 WASHINGTON AVE
Within Area	1201_6603_3	2	Residential	124 CARTERET AVE
Within Area	1201_7104_3	2	Residential	19 COOLIDGE AVE
Within Area	1201_7105_9	2	Residential	12 LAUREL STREET
Within Area	1201_6805_12	2	Residential	30 LOCUST ST
Within Area	1201_7507_5	2	Residential	78 UNION STREET
Within Area	1201_6405_10	2	Residential	141 EMERSON ST
Within Area	1201_7803_9.02	2	Residential	34 MERCER STREET
Within Area	1201_7703_11	2	Residential	14 PASSAIC ST
Within Area	1201_6906_2	2	Residential	66 PULASKI AVENUE
Within Area	1201_6702_23	2	Residential	76 EMERSON STREET
Within Area	1201_6307_11	2	Residential	24 N. WHITTIER ST.
Within Area	1201_6901_3	2	Residential	30 S.WHITTIER STREET
Within Area	1201_7004_3	2	Residential	42 LINDEN ST
Within Area	1201_7802_13	2	Residential	28 WARREN STREET
Within Area	1201_6803_9	2	Residential	145-147 ROOSEVELT AVE
Within Area	1201_6803_10	2	Residential	143 ROOSEVELT AVE
Within Area	1201_6803_1	2	Residential	2 PULASKI AVENUE
Within Area	1201_7004_8	2	Residential	45 S.WHITTIER STREET
Within Area	1201_7701_12	2	Residential	24 HUDSON STREET
Within Area	1201_6405_1	4C	Apartment	108 LOWELL ST
Within Area	1201_6905_2	4C	Apartment	82 PULASKI AVE
Within Area	1201_7304_1.01	4C	Apartment	25 LARCH STREET
Within Area	1201_6505_10	4C	Apartment	153 HIGH STREET
Adjacent	1225_1079.23_26	2	Residential	33 S E GRANT AVE
Adjacent	1225_1079.23_30	2	Residential	25 S E GRANT AVE
Adjacent	1225_1079.22_29	2	Residential	41 S E GRANT AVE
Adjacent	1225_1079.22_31	2	Residential	45 S E GRANT AVE
Adjacent	1225_1079.23_28	2	Residential	31 S E GRANT AVE
Adjacent	1225_1079.23_1	2	Residential	23 S E GRANT AVE
Adjacent	1201_7103_9	2	Residential	47 ARTHUR AVE.
Adjacent	1201_7203_14	2	Residential	36 SPRUCE ST
Adjacent	1201_7001_14	2	Residential	33 CYPRESS ST
Adjacent	1201_7001_19	2	Residential	43 CYPRESS ST
Adjacent	1201_7102_7	2	Residential	59 ARTHUR AVE
Adjacent	1201_402_19	2	Residential	43 IRVING ST
Adjacent	1201_7001_16	2	Residential	37 CYPRESS ST
Adjacent	1201_6304_5	2	Residential	1 HERMANN AVE
Adjacent	1201_4503_3	2	Residential	29 COOLIDGE AVE
Adjacent	1201_7101_9	2	Residential	63 ARTHUR AVE
Adjacent	1201_7101_10	2	Residential	61 ARTHUR AVE
Adjacent	1201_6304_8	2	Residential	25 N. WHITTIER STREET
Adjacent	1201_6407_8	2	Residential	133 LOWELL STREET
Adjacent	1201_6408_9	2	Residential	149 EMERSON ST
Adjacent	1201_7102_10	2	Residential	53 ARTHUR AVE.



Adjacent	1201_7103_8	2	Residential	49 ARTHUR AVE
Adjacent	1201_7103_10	2	Residential	45 ARTHUR AVE.
Adjacent	1201_7203_10	2	Residential	37 ARTHUR AVE
Adjacent	1201_7203_9	2	Residential	39 ARTHUR AVE
Adjacent	1201_7203_8	2	Residential	41 ARTHUR AVE
Adjacent	1201_6407_1	2	Residential	130 LONGFELLOW ST
Adjacent	1201_7001_13	2	Residential	31 CYPRESS ST
Adjacent	1201_4503_2	2	Residential	27 COOLIDGE AVE.
Adjacent	1201_7203_11	2	Residential	30 SPRUCE STREET
Adjacent	1201_7001_11	2	Residential	27 CYPRESS ST
Adjacent	1225_1079.24_29	2	Residential	178 LARCH ST
Adjacent	1201_6305_2	2	Residential	26 MATTHEW AVE.
Adjacent	1201_6408_1	2	Residential	132 LOWELL ST
Adjacent	1201_402_20	2	Residential	41A IRVING STREET
Adjacent	1201_6304_7	2	Residential	27 N. WHITTIER STREET
Adjacent	1201_6304_6	2	Residential	29 N.WHITTIER STREET
Adjacent	1201_6304_9	2	Residential	37 MATTHEW AVE
Adjacent	1201_402_22	2	Residential	39 IRVING STREET
Adjacent	1201_6305_3	2	Residential	9 N.WHITTIER STREET
Adjacent	1201_402_21	2	Residential	41B IRVING ST.
Adjacent	1201_7101_8	2	Residential	65 ARTHUR AVE
Adjacent	1201_7103_7	2	Residential	51 ARTHUR AVE
Adjacent	1201_7203_12	2	Residential	32 SPRUCE STREET
Adjacent	1201_7101_7	2	Residential	67 ARTHUR AVE
Adjacent	1201_7001_15	2	Residential	35 CYPRESS ST
Adjacent	1201_7203_7	2	Residential	43 ARTHUR AVE
Adjacent	1201_6306_2.06	2	Residential	131 LONGFELLOW ST
Adjacent	1201_7102_8	2	Residential	57 ARTHUR AVE
Adjacent	1201_7001_17	2	Residential	39 CYPRESS STREET
Adjacent	1201_6306_5	2	Residential	50 N.WHITTIER STREET
Adjacent	1201_7203_15	2	Residential	36 LEBER AVE
Adjacent	1201_402_23	2	Residential	37 IRVING STREET
Adjacent	1201_6305_4	1	Vacant Land	WASHINGTON AVE
Adjacent	1201_7102_9	2	Residential	55 ARTHUR AVE
Adjacent	1201_7001_12	2	Residential	29 CYPRESS STREET
Adjacent	1201_7001_18	2	Residential	41 CYPRESS ST
Adjacent	1201_402_24	2	Residential	IRVING STREET
Adjacent	1201_402_18	2	Residential	45 IRVING ST
Adjacent	1201_7001_10	2	Residential	173 CARTERET AVENUE
Adjacent	1201_7203_13	2	Residential	34 SPRUCE STREET
Adjacent	1201_7202_3	2	Residential	41 SPRUCE STREET

Exhibit D to Settlement Agreement

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

JUAN DUARTE, BETSY DUARTE, on Behalf )
of Themselves and all Others Similarly Situated,)
)
Plaintiffs, ) Civil Action No. 2:17-cv-01624-EP-
) MAH
vs. )
)
UNITED STATES METALS REFINING ) Honorable Evelyn Padin
COMPANY; FREEPORT MINERALS ) Honorable Michael A. Hammer
CORPORATION; FREEPORT-MCMORAN )
INC., and AMAX REALTY DEVELOPMENT,)
INC., )
)
Defendants. )
)

[proposed] ORDER APPROVING CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On this \_\_\_\_day of \_\_\_\_\_, 2023, the Court considered the Plaintiffs’ and Defendants’ Brief in Support of Final Approval of Class Action Settlement (“Joint Motion for Final Approval”) and Class Counsel’s Motion in Support of Award of Costs and Fees (“Fee Application”). The Court also considered all objections filed, whether withdrawn or not, in the context of considering the Joint Motion for Final Approval and the Fee Application.

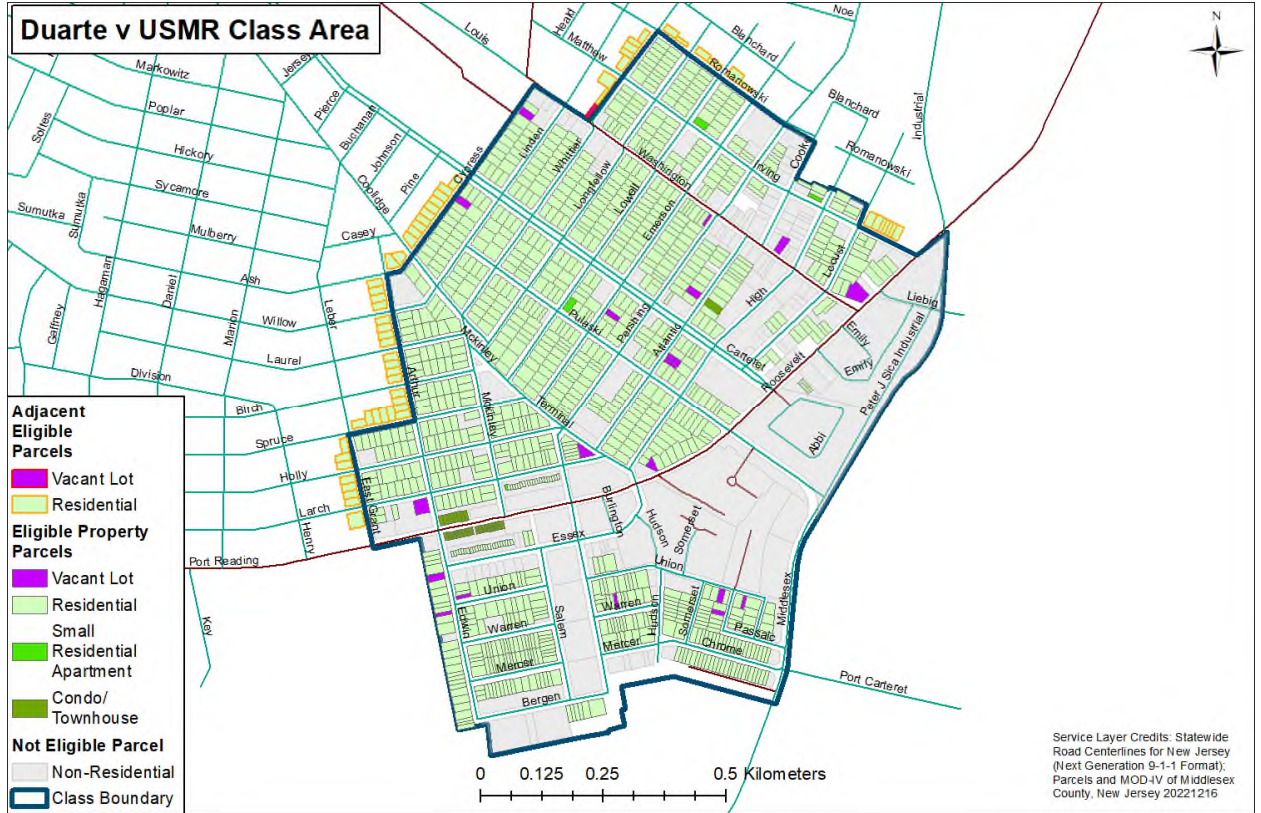
The Joint Motion for Final Approval requests (a) certification of the class for settlement purposes only; (b) final approval of the settlement preliminarily approved by this Court on [insert date]; and (c) entry of final judgment and dismissal with prejudice of Plaintiffs’ and Settlement Class Members’ claims against Released Persons (as that term is defined in the Class Settlement Agreement and General Release). Settlement Class Members and Settlement Class Counsel have requested approval of Class Counsel’s Fee Application, which includes Settlement Class Representatives’ fee award request.

WHEREAS, Plaintiffs and Defendants in the above-captioned class action (the “Action”) entered into a Class Action Settlement Agreement (the “Settlement Agreement”), as of March XX, 2023, (terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement);

WHEREAS, Plaintiffs in the Action moved under Federal Rule of Civil Procedure 23(b) for an order certifying the class for settlement purposes, and Plaintiffs and Defendants in the Action moved under Rule 23(e) for an order preliminarily approving the proposed settlement of the Settlement Class Members’ claims in accordance with the Settlement Agreement and approving the form and plan of notice as set forth in the Settlement Agreement;

WHEREAS, in its Order entered on [insert date] (the “Preliminary Approval Order”), the Court provisionally ordered that this Action may be settled as a class action on behalf of the following settlement class:

**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 [insert date of settlement agreement].



WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to potential members of the Settlement Class and directed that appropriate notice of the Settlement be given to potential members of the Settlement Class;

WHEREAS, in accordance with the Settlement Agreement and the Preliminary Approval Order: (1) the Settlement Administrator caused to be mailed to potential members of the Settlement Class the Notice of Proposed Class Action Settlement (“Individual Notice”) on [insert date], caused to be published the Notice of Proposed Class Action Settlement (“Publication Notice”), and published a copy of the Notice on a website maintained by the Claims Administrator; (2) an Affidavit of Mailing the Notice and Publication of the Publication Notice was filed with the Court prior to this hearing; and (3) the Affidavit of Mailing and Publication filed with this Court demonstrates compliance with the Preliminary Approval Order with respect

to the Individual Notice and the Publication Notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on \_\_, 2023 at \_\_:\_\_ \_\_, this Court held a hearing on whether (1) the Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class Members, and (2) the Settlement Class Counsel’s application for attorneys’ fees and expenses and Class Representatives’ incentive awards are fair and reasonable (the “Fairness Hearing”);

WHEREAS, all Settlement Class Members had the absolute right to opt out and pursue an individual lawsuit against the Released Persons;

WHEREAS, any Settlement Class Member who failed to request exclusion under the terms set forth in the notice campaign voluntarily waived the right to pursue an independent remedy against the Released Persons;

WHEREAS, the notice campaign advised Settlement Class Members of the method by which they could properly file objections and request to be heard at the Fairness Hearing; and

WHEREAS, based upon the foregoing, having heard the statements of counsel for the Parties and of such persons as chose to appear at the Fairness Hearing; having considered all of the files, records, and proceedings in the Action, the benefits to the Settlement Class Members under the Settlement Agreement, and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. The Court has subject-matter jurisdiction over the subject matter of the Action, and personal jurisdiction over the Plaintiffs, the Settlement Class Members, and Defendants.

2. The Settlement Agreement has been filed with the Court and made available to Settlement Class Members through the website maintained by the Settlement Administrator. The Settlement Agreement is incorporated herein by reference.
3. The Settlement Class Representatives and Settlement Class Counsel fairly and adequately represent the interests of the Settlement Class Members in connection with the Settlement Agreement.
4. The Settlement Agreement is the product of good-faith, arm's-length negotiations by the Plaintiffs, Settlement Class Counsel, and Defendants and their counsel, and the representatives of the Plaintiffs and Defendants were represented by capable and experienced counsel. In addition, the Court finds that approval of the Agreement and the proposed Settlement embodied therein will result in substantial savings in time and resources to the Court and the litigants and will further the interests of justice. Further, the Court finds that the Agreement is the product of extensive litigation discovery and motion practice over more than 5 years that has effectively informed the litigants of the strengths and weaknesses of their respective litigation positions.
5. The form, content, and method of dissemination of the notice given to potential members of the Settlement Class, including both published notice and individual notice to all potential members of the Settlement Classes who could be identified through reasonable effort, were adequate and reasonable and constituted the best notice practicable under the circumstances.
6. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members, and is approved in all respects, and the parties are directed to perform and satisfy the terms and conditions of the Settlement Agreement.

7. Settlement Class Members have been permitted to make claims for the benefits described in the Settlement Agreement, subject to the conditions and limitations stated herein.
8. The certification of the Settlement Classes, under Rules 23(b)(3) and 23(e), solely for settlement purposes, is hereby confirmed. The Court reaffirms its appointments of Settlement Class Counsel, Settlement Class Representatives, and the Settlement Administrator as set out in the Preliminary Approval Order.
9. The notice, as given, complied with the requirements of Rule 23, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth therein.
10. The notice process provided for a fair and reasonable process for those Eligible Property owners who do not wish to participate in the class settlement to exclude themselves (or “opt-out”). A list of Persons who properly opted out of the class settlement is attached as Exhibit A. These opt out Persons are not bound by this Order and the release of claims described in Paragraph 12. But these opt out Persons are also forever barred from participating in the class settlement benefits including any monetary payments, except that this Judgment does not terminate or modify USMR’s obligations under the regulatory cleanup program currently being conducted in Carteret under the oversight of the NJDEP; nor does it impact any future action by the State of New Jersey in Carteret under applicable environmental laws.
11. [reserve for responses to any objections]
12. After this Order and Judgment has become Final, and all periods for appeal or request for review have either expired or have been resolved (hereafter “the Final Judgment Date”), Defendants and the Released Persons (as that term is defined in the Settlement



Agreement) shall be released from any and all claims that any Settlement Class Member had, has, or may have in the future including 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 execution 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 (as that term is defined in the Settlement Agreement) 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) (collectively the "Released Claims"). The "Released Claims" do not include claims for personal injuries or medical monitoring or punitive or exemplary damages related to such claims.

In connection with this release and to the extent allowed by law, Settlement Class Representatives and Settlement Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the Released Claims. Nevertheless, it is the intention of the Settlement Class Representatives, the Settlement Class Members, and this Order to fully, finally and

forever settle and release all such Released Claims, and all claims in connection with such Released Claims, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) and arise from facts occurring from the beginning of time through execution of the Settlement Agreement. In this regard, Settlement Class Representatives and the Settlement Class Members expressly waive, to the extent allowed by law, any potentially applicable statutory or common law provisions that arguably provide otherwise.

13. Upon the Final Judgment Date, all Settlement Class Members (whether or not they file a claim) shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims.
14. The expenses of administering the Settlement Agreement shall be paid to the Settlement Administrator in the manner set forth in the Settlement Agreement. Defendants shall have no liability for any fees or costs incurred by the Settlement Administrator or Settlement Class Counsel except as specifically set out in the Settlement Agreement.
15. Incentive awards to the Settlement Class Representatives in the following amount [insert amount] are reasonable and are approved: These monies will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.
16. Attorneys' fees, costs and expenses for Settlement Class Counsel in the following amount [insert amount] are reasonable and are approved. These monies will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.
17. Any dispute concerning the aggregate amount or allocation of Settlement Class Counsel's attorneys' fees and expense award shall be a separate and severable matter from all other

matters in this Final Judgment and from the finality and fairness of the Agreement with the Settlement Class Members. Any appeal of the Settlement Class Counsel attorneys' fees and expense award shall be severed from this final judgment and shall not affect the finality of this judgment as to the settlement and release of the Settlement Class Members' claims against the Released Parties.

18. The Court has considered the potential reversion to USMR based upon non-participating Settlement Class Members and has determined that this potential reversion is reasonable and approved. These monies (if any) will be paid from the Settlement Fund in the manner set forth in the Settlement Agreement.

19. Each Class Member who has submitted a timely and complete Claim and Release Form to the Settlement Administrator shall be paid the amount determined by the Settlement Administrator to be awarded to that Class Member in accordance with the terms of the Settlement Agreement. A Class Member may appeal his, her, or its award by filing a letter of appeal with this Court within thirty (30) days of the entry of this Order. Appeals may be made solely on the basis that the Settlement Administrator has incorrectly calculated the amount of the award under the terms of the Settlement Agreement.

20. The Settlement Agreement and this Final Judgment are not deemed admissions of liability or fault by Defendants, or a finding of the validity of any claims in the Litigation or of any wrongdoing or violation of law by Defendants. The Agreement and proposed Settlement are not a concession by the Parties and neither this Final Judgment nor the Agreement or any other documents, exhibits or materials submitted in furtherance of the Settlement, shall be offered or received in evidence in any action or proceeding in any

court, administrative panel or proceeding, or other tribunal, as an admission or concession of liability or wrongdoing of any nature on the part of Defendants.

21. Without in any way affecting the finality of this Final Judgment, the Court hereby reserves its exclusive, general, and continuing jurisdiction over the parties to the Settlement Agreement, including Defendants and all Settlement Class Members, as needed or appropriate in order to administer, supervise, implement, interpret, or enforce the Settlement Agreement in accordance with its terms, including the investment, conservation, protection of settlement funds prior to distribution, and distribution of settlement funds.

22. This Order is a Final Judgment, and is in all respects a final, appealable order, and represents res judicata with respect to the Released Claims of the Settlement Class Members and subsequent property owners in privity with them.

23. Except as expressly stated otherwise in this Order, the Preliminary Approval Order, or the Settlement Agreement, all costs shall be borne by the party incurring them.

IT IS SO ORDERED:

Date:

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The Honorable Michael Hammer  
United States Magistrate Judge

Exhibit E to Settlement Agreement

**ESCROW AGREEMENT**

This Escrow Agreement (the “Escrow Agreement”) is entered into and shall be effective as of March XX, 2023, by and among United States Metals Refining Company (“USMR”), the law firms of German Rubenstein LLP, Nidel & Nace PLLC, The Lanier Law Firm, P.C. and Vlasac & Shmaruk LLC (“Settlement Class Counsel”) acting on behalf of Settlement Class Representatives Juan Duarte and Betsy Duarte, who have initiated a lawsuit against USMR and other defendants asserting against causes of action for property damages, inconvenience, annoyance, economic loss, unjust enrichment, and punitive or exemplary damages arising from or related to the historical operation of the USMR Smelter and/or the failure to properly test and remediate alleged Smelter Contaminants (the “Litigation”); JND Legal Administration, in its capacity as escrow agent (the “Escrow Agent”); and JND Legal Administration, in its capacity as administrator (“Administrator”) (collectively, the “Parties”). (Any capitalized terms not defined herein are used as defined in the Settlement Agreement.)

**RECITALS**

WHEREAS, USMR and Class Counsel have reached a settlement agreement to fully, finally, and forever resolve, discharge, and settle all claims asserted by the Settlement Class Representatives and Settlement Class Members against USMR and other defendants in the Litigation (the “Settlement Agreement”);

WHEREAS, this Escrow Agreement sets forth the terms and conditions whereby the funds that USMR deposits, or causes to be deposited, into the escrow account (the “Settlement Escrow”) established pursuant to this Escrow Agreement will be retained, invested, and distributed therefrom to effectuate the terms of the Settlement Agreement;

WHEREAS, the Settlement Agreement contemplates that the Settlement Escrow shall be, and shall be operated as, a “qualified settlement fund” within the meaning of Section 1.468-B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code (the “Treasury Regulations”);

WHEREAS, the Settlement Escrow has been approved by, and is subject to the continuing jurisdiction of, the United States District Court for the District of New Jersey (the “Court”);

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **PURPOSE OF THE ESCROW AGREEMENT**

The purpose of this Escrow Agreement shall be to facilitate the performance of the deposit and payment obligations and related obligations set forth in the Settlement Agreement.

## 2. APPOINTMENT OF ESCROW AGENT

JND Legal Administration (“JND”) is hereby appointed to act as Escrow Agent in accordance with the terms hereof, and JND hereby accepts such appointment. The Escrow Agent shall have all the rights, powers, protections, duties, and obligations expressly provided herein.

## 3. APPOINTMENT OF ADMINISTRATOR

JND, is hereby appointed to act as Administrator in accordance with the terms hereof, and JND hereby accepts such appointment. The Administrator shall serve as the “Settlement Administrator” of the Settlement Escrow as “qualified settlement fund” within the meaning of Treasury Regulation section 1.468B-2(k)(3), and shall have all such additional rights, powers, protections, duties, and obligations expressly provided herein.

## 4. ACCOUNTS WITHIN SETTLEMENT ESCROW

The Settlement Escrow shall initially be comprised of one account (the “Settlement Escrow Account”), to be used solely for such purposes as are set forth in Section 1 above. With approval of USMR and Class Counsel, the Escrow Agent may establish one or more additional accounts in the Settlement Escrow for purposes of this Escrow Agreement.

## 5. DEPOSITS INTO SETTLEMENT ESCROW

- a. Deposit of Assets. USMR shall deposit, or cause to be deposited, into the Settlement Escrow only such settlement consideration, and at such time, as provided in the Settlement Agreement (the “Settlement Amount”), and further provided that all deposits shall be made in immediately available funds. The Settlement Amount that USMR deposits, or causes to be deposited, into the Settlement Escrow pursuant to this Section V shall be held in the Settlement Escrow Account until such time as the Escrow Agent receives instructions pursuant to Section 6 to distribute such amounts from the Settlement Escrow. The amount of all deposits into the Settlement Escrow, and the interest, net realized gains, and other earnings accrued on such deposits are collectively referred to herein as the “Escrowed Funds”.
- b. Acceptance of Assets. To further the purposes of this Escrow Agreement, the Escrow Agent agrees to accept the Settlement Amount that USMR deposits, or causes to be deposited, into the Settlement Escrow, and any earnings thereon, and the Escrow Agent and the Administrator assume such liability responsibility for the administration and distribution of the Escrowed Funds, in accordance with and subject to the terms of this Escrow Agreement.

## 6. DISTRIBUTION OF ESCROWED FUNDS

- a. Distribution of Escrowed Funds. The Parties acknowledge that the Escrowed Funds are to be distributed solely in the manner and at the times as set forth in this Escrow Agreement. Upon authorization by USMR and Class Counsel pursuant to the signature by an authorized person (an “Authorized Person”) for USMR and Class Counsel, that the requirements set forth in the Settlement Agreement have been met, the Administrator shall, subject to the availability of funds deposited pursuant to Section

V, distribute from the Settlement Escrow Account the amount for (1) any approved Settlement administration expenses in excess of the first \$250,000 which is to be paid by USMR pursuant to the Settlement Agreement (including Escrow Agent fees); (2) any approved Settlement Class Counsel fee and expense award; (3) any approved incentive payments to the Settlement Class Representatives; (4) payments to eligible Settlement Class Members; (5) any reversion of funds to USMR pursuant to Section 9.4 of the Settlement Agreement; and (6) any remaining funds after such reversion (if any) as additional payments to eligible Settlement Class Members.

USMR shall not be responsible for or liable for any Settlement administration expenses beyond (1) direct payment of the first \$250,000 of such expenses pursuant to Section 11.1 of the Settlement Agreement, and (2) payment of the Settlement Amount to the Settlement Escrow.

Provided further, that upon written notification by an Authorized Person for USMR that the Settlement Agreement has terminated as provided in the Settlement Agreement, the Administrator shall return all Escrowed Funds to USMR, as well as all income earned thereon, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims Administration Expenses prior to termination, within sixty (60) days of termination.

- b. Authorized Persons. The names of the Authorized Persons for USMR and Class Counsel, together with their specimen signatures, shall be provided to the Escrow Agent, and may be amended from time to time.

## 7. INVESTMENT OF ESCROWED FUNDS

- a. Investment; Preservation of Principal. The Escrow Agent shall invest and reinvest from time to time the Escrowed Funds in: (i) United States Agency, Government Sponsored Enterprises (“GSEs”) or Treasury securities or obligations (or a mutual fund invested solely in such instruments), (ii) cash equivalent securities, (iii) certificates of deposit, provided all said certificates of deposit are fully insured by the FDIC, and/or (iv) cash fully insured by the FDIC. The Escrow Agent shall be responsible for any and all investment related decisions pursuant to these terms and conditions, such that the following investment policy is implemented: (i) safety of principal and (ii) zero bank balance exposure. Any investment losses realized by investment of Escrowed Funds or any portion thereof shall be charged to the Escrowed Funds. To the extent the Escrow Agent invests any funds in the manner provided for in this Section VII, the Escrow Agent shall not be liable for any loss(es) which may be incurred by reason of any such investment (or reinvestment).
- b. Use of Interest or Investment Income. All interest on or income realized by investment of the Escrowed Funds or any portion hereof shall be accumulated and added to the Escrowed Funds.

## 8. TAX MATTERS

- a. Settlement Escrow as a Qualified Settlement Fund. The Settlement Escrow is



structured and shall be operated in a manner so that it qualifies as a “qualified settlement fund” under section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and Treasury Regulation sections 1.468B-1, *et seq.* Specifically, (1) the establishment of the Settlement Escrow under the terms and conditions of this Escrow Agreement is subject to Court approval, and no deposits into or distributions from the Settlement Escrow shall be made until such Court approval is obtained; (2) the Settlement Escrow is subject to the continuing jurisdiction and supervision of the Court; (3) the Settlement Escrow is established to resolve or satisfy claims of alleged tort or violation of law arising out of alleged contamination at certain residential properties in Carteret, New Jersey; and (4) the Settlement Escrow is an escrow account, and its assets are, and will be, segregated from the general assets of USMR and deposited herein. The Settlement Escrow constitutes a single qualified settlement fund. Consistent with the terms of the Settlement Agreement and this Escrow Agreement, the Administrator shall take all actions, and the Escrow Agent agrees to make the Settlement Escrow take all actions necessary to create and maintain the Settlement Escrow’s status as a qualified settlement fund, and the Administrator and Escrow Agent agree not to take any action that will adversely affect the qualification of the Settlement Escrow as a qualified settlement fund. The Administrator shall serve as the “administrator” within the meaning of Treasury Regulation section 1.468B-2(k)(3).

- b. Tax Preparation, Payment, Reporting, and Withholding Requirements. In its role as “administrator” of the Settlement Escrow within the meaning of Treasury Regulation section 1.468B-2(k)(3), the Administrator shall be responsible for the timely and proper performance of the undertakings specified herein and in the regulations promulgated under section 468B of the Code, including, but not limited to, the obtaining of an employer identification number for the Escrow Account; the filing of all required federal, state or local tax and information returns, including in accordance with the provisions of Treasury Regulation section 1.468B-2(k)(1); any required withholding of tax; the payment of any federal, state or local taxes (including estimated taxes) and associated tax-related penalties and interest for which the Settlement Escrow may be liable, with such amounts payable from the Settlement Escrow Account subject to Section 6(a); responding to any questions from or audits regarding such taxes by the Internal Revenue Service or any state or local tax authority; and compliance with any other tax-related requirements. The Administrator may retain and compensate independent, certified public accountants to consult with and advise the Administrator with respect to the preparation of any and all appropriate income tax returns, information returns or compliance withholding requirements, with such amounts payable from the Settlement Escrow Account subject to Section 6(a). In no event shall USMR have any liability or responsibility for any amounts payable or withholdable from the Settlement Escrow pursuant to this Section 8, and USMR shall be indemnified and held harmless for such amounts by the Settlement Escrow.
- c. Savings Provision; Failure to Qualify as a Qualified Settlement Fund Notwithstanding anything herein to the contrary, in the event that any portion of this Escrow Agreement shall at any time be considered cause for the Escrow Account to fail to qualify as a qualified settlement fund section 468B of the Code together with any and all Treasury Regulations and Internal Revenue Service Rulings, Notices, Announcements, directives, and guidance thereunder, such offending portion of this Escrow Agreement

shall be considered null, void, and of no effect, without any action by any court or by the Administrator, so that this Escrow Account continues to qualify as a qualified settlement fund in compliance with section 468B of the Code and the applicable administrative authority and announcements thereunder. In the event that this Section 8(c) applies to render an offending Section null, void, or of no effect, the remainder of this Escrow Agreement shall not be affected thereby, and each remaining term and Section of the Agreement shall be valid and enforced to the fullest extent permitted by law.

9. ADDITIONAL MATTERS RELATING TO DUTIES, LIABILITIES, AND RIGHTS OF ESCROW AGENT AND ADMINISTRATOR

- a. Compensation. Both the Escrow Agent and Administrator will be paid pursuant to a schedules of fees approved pursuant to Section 6(a) and promptly reimbursed for such fees, costs, and expenses incurred in connection with the performance of their respective duties and obligations hereunder and approved by the Court. All such fees, costs, and expenses shall be subject to approval by the Court, and with the first \$250,000 paid directly by USMR and thereafter from the Settlement Escrow Account in accordance with Section 6(a).
- b. Preparation of Financial Statements and Audited Financial Records. The Escrow Agent shall, upon request of any of the Parties, within ten days of any such request, produce financial statements for the Settlement Escrow, including receipts, disbursements and earnings.
- c. No Implied Duties. This Escrow Agreement expressly and exclusively sets forth the respective duties, responsibilities and obligations of the Escrow Agent and Administrator with respect to any and all matters pertinent hereto and no additional duties, responsibilities, or obligations shall be read into this Escrow Agreement.
- d. Resignation and Removal of Escrow Agent; Appointment of Successor.
  - i. Resignation and Removal. The Escrow Agent or any successor may resign by a written notice delivered to USMR and Class Counsel specifying the effective date of such resignation, which date shall not be earlier than one hundred twenty (120) days following the receipt by both USMR and Class Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor agent has been appointed in accordance with the provisions of this Section 9(f) and has accepted such appointment on an earlier date, in which case such resignation shall take effect immediately upon receipt by such successor escrow agent of the Escrowed Funds. The Escrow Agent may be removed by the joint action of USMR and Class Counsel, with or without cause at any time upon thirty (30) days' prior written notice to Escrow Agent, which notice may be waived by Escrow Agent, and the Escrow Agent's removal shall be effective upon the expiration of such thirty (30) days or upon the Escrow Agent's waiver of such notice.
  - ii. Appointment of Successor. If at any time Escrow Agent shall resign, be

removed, or otherwise become incapable of acting as escrow agent pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Escrow Agent for any other cause, a successor agent shall be appointed by USMR and Class Counsel by a written instrument delivered to the successor agent. Upon the appointment and acceptance of any successor agent hereunder, the former Escrow Agent shall transfer the Escrowed Funds to its successor.

e. Resignation and Removal of Administrator; Appointment of Successor.

- i. Resignation and Removal. The Administrator or any successor may resign by a written notice delivered to USMR and Class Counsel specifying the effective date of such resignation, which date shall not be earlier than sixty (60) days following the receipt by both USMR and Class Counsel of the notice of resignation. Such resignation shall take effect on the date specified on the notice of resignation, unless a successor has been appointed in accordance with the provisions of this Section 9(g) and has accepted such appointment on an earlier date. The Administrator may be removed by the joint action of USMR and Class Counsel, with or without cause at any time upon thirty (30) days' prior written notice to the Administrator, which notice may be waived by Administrator, and the Administrator's removal shall be effective upon the expiration of such thirty (30) days or upon the Administrator's waiver of such notice. By motion of USMR or Class Counsel, the Administrator may be removed for cause, with approval of the Court.
- ii. Appointment of Successor. If at any time the Administrator shall resign, be removed, or otherwise become incapable of acting pursuant to this Escrow Agreement, or if at any time a vacancy shall occur in the office of Administrator for any other cause, a successor shall be appointed by USMR and Class Counsel by a written instrument delivered to the successor.

10. TERMINATION OF SETTLEMENT ESCROW

The Settlement Escrow will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of Section 6 (the "Termination"). Upon Termination of the Settlement Escrow in accordance with this Section 10, Escrow Agent and the Administrator shall be relieved of any and all further obligations and released from any and all liability under this Escrow Agreement, except as otherwise specifically provided herein.

11. MISCELLANEOUS

- a. Notices. Any notice of other communication hereunder must be given in writing and either: (i) delivered in person; (ii) transmitted by any telecommunications mechanism, provided that any notice to be given by any telecommunications mechanism is also mailed as provided in clause (iii); (iii) mailed by registered, express, or certified mail, postage prepaid return receipt requested; or (iv) delivered by a generally recognized courier or messenger service that provides written acknowledgement of receipt by addressee, postage prepaid as follows:

If to USMR, to: James D. Thompson III, Esq.  
Vinson & Elkins LLP  
Texas Tower  
845 Texas Avenue  
Suite 4700  
Houston, TX 77002

If to Settlement Class Counsel, to: Steven J. German, Esq.  
German Rubenstein LLP  
19 West 44<sup>th</sup> Street, Suite 1500  
New York, NY 10036

If to the Escrow Agent, to: JND Legal Administration  
[complete address]

If to the Administrator, to: JND Legal Administration  
[complete address]

- b. Jurisdiction. The Parties acknowledge that the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Escrow Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Escrow Agreement or to the applicability of this Escrow Agreement shall be governed by and interpreted according to the substantive laws of the State of New Jersey without regard to its choice of law or conflict of laws principles.
- c. Entire Agreement. This Escrow Agreement constitutes the entire agreement and understanding of the Parties hereto in respect of the matters discussed herein. Any modification of this Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. This Escrow Agreement shall be construed so as to be consistent with the terms of the Settlement Agreement and, in the event of any conflict between the terms of this Escrow Agreement and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.
- d. Assignment. This Escrow Agreement is binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but will not be assignable, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party.
- e. Sections and Other Headings. Sections or other headings contained in this Escrow Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Escrow Agreement.
- f. Amendments; Waivers. All Parties must approve any amendment to this Escrow Agreement in writing. Any waiver of any right or remedy provided for in this Escrow Agreement requires the consent of the Party waiving such right or remedy. Every

amendment or waiver of any provision of this Escrow Agreement must be made in writing and designated as an amendment or waiver, as appropriate. No failure by any party to insist on the strict performance of any provision of this Escrow Agreement or to exercise any right or remedy hereunder, will be deemed a waiver of such performance right or remedy or of any other provision of this Escrow Agreement. This Escrow Agreement shall not be modified or amended in any way that could jeopardize, impair, or modify the Escrow Account's qualified settlement fund status.

- g. Counterparts. This Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Escrow Agreement.
- h. Severability. If any provision of this Escrow Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties to the extent possible. In any event, all other provisions of this Escrow Agreement will be deemed valid and enforceable to the extent possible.
- i. Confidentiality. All information disclosed by any Party (or its representatives), whether before or after the date hereof, in connection with the transactions contemplated by or the discussion and negotiations preceding this Escrow Agreement, to any other Party (or its representatives) will be kept confidential by such other Party and its representatives and will not be used by any such persons other than as contemplated by this Escrow Agreement, except to the extent that such information: (a) was known by the recipient when received; (b) is or hereafter becomes lawfully obtainable from other sources; (c) is necessary or appropriate to disclose to a governmental entity having jurisdiction over the Parties, or as may otherwise be required by applicable law or by the Court; or (d) to the extent such duty as to confidentiality is waived in writing by the other Party.

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Escrow Agreement to be executed on the day and year first above written.

**SO AGREED ON BEHALF OF SETTLEMENT CLASS COUNSEL:**

By: \_\_\_\_\_  
Steven J. German  
German Rubenstein, LLP  
Settlement Class Counsel

**SO AGREED ON BEHALF OF USMR:**

By: \_\_\_\_\_  
K. Scott Statham  
United States Metals Refining Company

**SO AGREED ON BEHALF OF JND Legal Administration, AS ESCROW AGENT**

By: \_\_\_\_\_  
[name]  
JND Legal Administration

**SO AGREED ON BEHALF OF THE JND Legal Administration, AS ADMINISTRATOR**

By: \_\_\_\_\_  
[name]  
JND Legal Administration