

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**MATTIE HALLEY and LETICIA  
MALAVÉ,**

**On Behalf of Themselves  
and all Others Similarly Situated,**

**Plaintiffs,**

**v.**

**PPG INDUSTRIES, INC.,**

**Defendant.**

**Civil Action No. 2:10-cv-3345 (ES) (JAD)**

**CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by remaining Plaintiffs Mattie Halley and Leticia Malavé (together “Named Plaintiffs” or the “Settlement Class Representatives”), both individually and on behalf of the Settlement Class and its sub-classes as defined herein, and PPG Industries, Inc. (“PPG”). The Named Plaintiffs and PPG collectively are referred to herein as “the Parties.” Subject to approval by the Court, the Parties hereby agree to the following terms in full settlement of the remaining claims in the above captioned action (the “Action”).

**I. CASE HISTORY AND PREAMBLE**

1. On May 17, 2010, three plaintiffs, two of whom are no longer part of this Action (the “Original Plaintiffs”), filed this lawsuit on behalf of themselves and other similarly situated persons alleging that their real properties had been impacted by chromium ore processing residue (“COPR”) and related chemical contaminants and that plaintiffs were and continued to be exposed to those contaminants. The Original Plaintiffs alleged that the COPR contamination migrated from two former manufacturing facilities in Jersey City, New Jersey: (1) a manufacturing facility

located on Route 440 that was operated by the Mutual Chemical Company from 1895 to 1954 and (2) a manufacturing facility located on 880 Garfield Avenue that was formerly owned and operated by the Natural Products Refining Company (“NPR”) and Pittsburgh Plate and Glass Company from 1924 to 1963. The Original Plaintiffs alleged that PPG is the corporate successor to the Pittsburgh Plate and Glass Company and NPR, and that Honeywell International, Inc. (“Honeywell”) is the corporate successor to the Mutual Chemical Company. PPG denied the allegations including that it is a corporate successor to NPR.

2. The Original Plaintiffs alleged that COPR and related chemical contaminants were disposed of and transported to various “COPR sites” throughout Jersey City. The Original Plaintiffs’ complaint alleged that the Original Plaintiffs, the class members they sought to represent, and/or their properties had been damaged by COPR and alleged related contamination emanating from 136 COPR sites in Jersey City. The original complaint, encompassing these 136 COPR sites, sought certification of two classes. The first proposed class was a medical monitoring class which sought relief on behalf of all persons who, on or before May 17, 2010, for six consecutive months or greater, ever resided, worked, and or attended school on any parcel of land any part of which was located within 500 feet of any of the 136 COPR sites located in Jersey City, New Jersey. The second proposed class was a property damages class which sought relief on behalf of all persons who, on or before May 17, 2010, owned any parcel of land any part of which was located within one quarter mile of any of the 136 COPR sites located in Jersey City, New Jersey. On behalf of the proposed medical monitoring class, the Original Plaintiffs alleged that they faced a significantly increased risk of contracting serious latent disease, including various forms of cancer. On behalf of the proposed property damages class, the Original Plaintiffs alleged that hexavalent chromium and other hazardous substances had entered Plaintiffs’ property, and

had contaminated their property, air, land, dwelling and surrounding environment, thereby causing the Original Plaintiffs and the proposed property damages class to suffer damage to property and loss of use and enjoyment of property.

3. In June 2012, the Original Plaintiffs, with the exception of Barry Wein who was dropped as a plaintiff, filed an amended complaint that dropped their request for medical monitoring and for a proposed medical monitoring class. At that time, Plaintiffs' counsel sent a letter to Original plaintiffs and some putative class members advising them that the medical monitoring was no longer being pursued and advising them that the statute of limitations for medical monitoring might no longer be tolled. A copy of the letter, which is attached hereto as **Exhibit A**, was also posted on Plaintiffs' counsel's website regarding this litigation.

4. After a series of amendments to the Complaint, including substitutions of named plaintiffs, Named Plaintiffs and additional plaintiffs Shem Onditi and Sergio de la Cruz (Onditi and del la Cruz hereinafter referred to as the "Honeywell Plaintiffs") on January 28, 2014 filed a Fourth Amended Complaint. The Fourth Amended Complaint alleged property damages only stemming from the alleged presence of COPR, hexavalent chromium, or other COPR related contaminants (a) at several properties known as New Jersey Department of Environmental Protection Chromium Site Study Area 5, Study Area 6 North, Study Area 6 South, Study Area 7 and Site 119; (b) at several properties known as Hudson County Chromium Sites 114, 121, 132, 133, 135, 137, 143, 186, and 207; and (c) at or near the proposed Class properties, and asserted causes of action for trespass, private nuisance, negligence, strict liability, and civil conspiracy against Honeywell and PPG.

5. In the Fourth Amended Complaint, Plaintiffs asserted claims on behalf of three proposed Classes, identified as Class A, Class B, and Class C:

a. Class A as defined in the Fourth Amended Complaint consisted of:

All persons who, as of May 17 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded green on the attached map.

b. Class B as defined in the Fourth Amended Complaint consisted of:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded red on the attached map.

c. Class C as defined in the Fourth Amended Complaint consisted of:

All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded yellow on the attached map.

6. On November 7, 2014 Honeywell, Named Plaintiffs Malave and Halley, and Honeywell Plaintiffs Onditi and de la Cruz filed a Joint Motion for Preliminary Approval of Class Action Settlement regarding a settlement that they had reached as between themselves and on behalf of Settlement Classes A and C.

7. The Named Plaintiffs and the Honeywell Plaintiffs filed a Fifth Amended Complaint on March 13, 2015 in which they amended the definitions of Classes A, B, and C, and defined those classes as:

**Class A:** Persons who, on or after May 17, 2010 and up to and including October 1, 2014, own or owned any real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class A” on the attached map. Pl. Ex. 1. Settlement Class A is generally bounded by Kellogg Street between the Hackensack River and Society Hill Drive North; Society Hill Drive North between Kellogg Street and Danforth Avenue; Danforth Avenue between Society Hill Drive North and John F. Kennedy Boulevard West; John F. Kennedy Boulevard West between Danforth Avenue and Claremont Avenue; Claremont Avenue between Route 440 and John F. Kennedy Boulevard West; Route 440 between Claremont Avenue and Culver Avenue; and from the intersection of Culver Avenue and Route 440 continuing Northwest to the Hackensack River. Settlement Class A includes properties located on both sides of the boundary streets contained in the class definition.

**Class B:** All persons who, as of May 17, 2010, the date on which the original Complaint was filed, owned any real property not zoned for industrial use exclusively and any part of which is located within the area shaded red on the attached map. Pl. Ex. 1.

**Class C:** Persons who, on or after May 17, 2010, and up to and including October 1, 2014, own or owned any real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class C” on the attached map. Pl. Ex. 1. Settlement Class C is generally comprised of the residential development community known as “Society Hill”, which includes the area known as “Droyers Point” within that community, and is generally bounded by Lee Court, Willow Street and Cottonwood Street to the West, Cherry Street to the South, Society Hill Drive North and Kellogg Street to the East and Lyon Court to the North. Settlement Class C includes properties located on both sides of the boundary streets contained in the class definition.

8. The Named Plaintiffs and the Honeywell Plaintiffs filed a Sixth Amended Complaint on May 4, 2015 in which the definitions of Classes A, B, and C remained the same as in the Fifth Amended Complaint. The Sixth Amended Complaint, however, no longer included claims or allegations that PPG and Honeywell were jointly and severally liable for any cause of action, with the exception of civil conspiracy . Named Plaintiffs Malave and Halley asserted claims only against PPG. The Honeywell Plaintiffs Onditi and de la Cruz asserted claims only against Honeywell.

9. On May 10, 2016 the Court Issued an Order and Final Judgment Approving Class-Action Settlement (the “Order”) as it related to the settlement between Honeywell and the Named Plaintiffs and the Honeywell Plaintiffs. In that Order, all Non-Conspiracy Claims and the Civil Conspiracy Claim against Honeywell and PPG with respect to the Honeywell Plaintiffs on behalf of themselves and the Class Members of Settlement Class A and Settlement Class C were dismissed with prejudice. Further, the Civil Conspiracy Claim against Honeywell and PPG with respect to allegations related to Class B brought by Named Plaintiffs were dismissed without prejudice.

10. On May 26, 2016 the Order was appealed to the Court of Appeals for the Third Circuit.

11. On July 21, 2017 the Third Circuit affirmed the Order, with the exception that it remanded to the District Court to articulate why the costs and the commingled expenses, as they relate to prosecuting the action against Honeywell, as opposed to PPG, were reasonably incurred.

12. After the appointment of a special master and other various procedural steps, on May 29, 2018, the District Court issued an order regarding the reasonableness of the costs incurred and providing for a pro rata allocation to the Honeywell settlement classes of costs that in the future might be obtained through a resolution with PPG.

13. On August 6, 2019 the Named Plaintiffs filed a Seventh Amended Complaint in which they amended the definition of Class B and defined that class as:

**Class B:** Persons who, on or after May 17, 2010 and up to and including June 5, 2019, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class B” on the attached map. Class B is generally bounded by Ocean Avenue between Bayview Avenue and Grand Street; Grand Street between Ocean Avenue and Communipaw Avenue; Communipaw Avenue between Grand Street and before Communipaw turns northeast; Suydam Avenue, Pine Street, and Whiton Street southwest of Communipaw Avenue; Distillery Drive; Pacific Avenue from Communipaw Avenue to Caven Point Avenue; Caven Point Avenue between Pacific Avenue and Garfield Avenue; Garfield Avenue between Caven Point Avenue and Bayview Avenue; and Bayview Avenue between Garfield Avenue and Ocean Avenue. Class B includes properties located on both sides of the boundary streets contained in the class definition.

14. The Parties have engaged in protracted, arm’s length, and good faith settlement negotiations. The Parties now desire to implement their negotiated resolution and to enter into a Settlement Agreement that is final and binding, without the expense and uncertainty of further litigation. If approved by the Court, after notice and a fairness hearing, this Settlement Agreement will result in a Final Judgment incorporating the terms of the Settlement Agreement resolving all of the pending claims between all remaining Parties and fully resolve this litigation.

15. The Court has not made any finding that PPG is liable for the conduct alleged in the Seventh Amended Complaint (or any prior complaint), and PPG expressly denies any wrongdoing whatsoever. PPG also expressly denies that it is a successor to the National Products Refining Company. PPG further expressly denies that COPR from the operations of the Pittsburgh Plate and Glass Company, or any related entity, or the Natural Products Refining Company in Jersey City is or was present in, on, or at the properties within the Settlement Classes as defined herein. Neither this Settlement Agreement, nor the Final Judgment, shall constitute or be used in this or any other case or action as evidence of negligence, trespass, nuisance, conspiracy, strict liability, or violation of any federal, state or local law, regulation, or order, or of any other form of actionable misconduct or omission by PPG. If for any reason the Settlement Agreement is not effectuated, no evidence of this Settlement Agreement or the contemplated Final Judgment shall be admissible for any purpose in this or any other action. Moreover, the Settlement Agreement shall not constitute an admission by PPG as to any issue of fact or law related to this Action, including, but not limited to, the suitability for class action treatment of these and/or any other claims under Federal Rule of Civil Procedure 23, if the Court does not grant final approval of this Settlement Agreement and the settlement contemplated herein. PPG consents to the Court's approval of the Settlement Class as proposed herein solely for settlement purposes on the terms established herein.

## **II. DEFINITIONS**

When used in this Settlement Agreement, the following terms shall have the following meanings:

1. "Action" means the case currently styled *Halley v. Honeywell International Inc., et al.*, Civil No. 2:10-cv-3345 pending in the United States District Court for the District of New Jersey.

2. "Claims Administrator" means Epiq Class Action and Claims Solutions, Inc. (formerly The Garden City Group, Inc.), or such other claims administrator approved by the Court to administer this Settlement Agreement, including but not limited to, providing Notice to potential members of the Settlement Class, processing Claim and Release Forms and verifying property ownership information, distributing payments to eligible members of the Settlement Class and incentive awards or compensation to the Settlement Class Representatives, serving as "administrator" of the Settlement Fund within the meaning of Treasury Regulation section 1.468B-2(k)(3), and other aspects of administering the Settlement Agreement.
3. "Claims Administration Expenses" means the expenses incurred by the Claims Administrator in the administration of the Settlement Agreement, including but not limited to, expenses incurred in providing Notice to potential members of the Settlement Class, processing Claim and Release Forms and verifying property ownership information, distributing payments to eligible members of the Settlement Class and incentive awards or compensation to the Settlement Class Representatives, fees charged by the Escrow Agent and any other costs reasonably incurred in administration of the Settlement Agreement. All such Claims Administration Expenses shall be paid from the Settlement Fund.
4. "Class B" means persons who, as of May 17, 2010 and up to and including June 5, 2019, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class B" on the attached map. Class B is generally bounded by Ocean Avenue between Bayview Avenue and Grand Street; Grand Street between Ocean Avenue and Communipaw Avenue; Communipaw Avenue between Grand Street and before Communipaw turns northeast; Suydam Avenue, Pine Street, and Whiton Street southwest of Communipaw Avenue; Distillery Drive; Pacific Avenue from Communipaw Avenue to Caven Point Avenue; Caven Point Avenue between Pacific Avenue and Garfield Avenue; Garfield Avenue between Caven Point Avenue and Bayview Avenue; and Bayview Avenue between Garfield Avenue and Ocean Avenue. Class B includes properties located on both sides of the boundary streets contained in the class definition.
5. "Class 2 Residential Property (1-4 Family)" means property described generally as a dwelling house including the lot or parcel of land on which the dwelling house is situated and where the dwelling is functionally designed for use and enjoyment by not more than four families as defined at New Jersey Administrative Code 18:12-2.2(b).
6. "Class Counsel" means GERMAN RUBENSTEIN LLP, Steven J. German and Joel Rubenstein, 19 West 44<sup>th</sup> Street, Suite 1500, New York, New York 10036, telephone: (212) 704-2020
7. "Class Definition" means the proposed settlement class as defined in Paragraph III. 1. herein.



8. "Class Member," for purposes of settlement only, means a Person who falls within the definition of Settlement Class B and who does not timely exclude himself, herself or itself from the Settlement Class.
9. "Class Ownership Period" means from May 17, 2010 up to and including June 5, 2019.
10. "Complaint" means the original Class Action Complaint filed in the Action on May 17, 2010, the Amended Class Action Complaint filed on June 20, 2012, the Fourth Amended Class Action Complaint filed on January 28, 2014, the Fifth Amended Class Action Complaint filed in March 13, 2015, the Sixth Amended Class Action Complaint filed May 4, 2015, and the Seventh Amended Complaint filed August 6, 2019
11. "Conspiracy Claim" means the claim for civil conspiracy asserted against PPG and Honeywell in the Sixth Amended Complaint and any Complaint prior thereto.
12. "Court" means the United States District Court for the District of New Jersey.
13. "Defendant" or "PPG" means and shall include for all purposes of the Settlement Agreement Defendant PPG Industries, Inc. and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities, and the employees and agents of each of them. The terms "Defendant" or "PPG" do not include Honeywell.
14. "Effective Date" means the first date by which all of the following have occurred: (1) the Court has entered a Final Judgment incorporating the terms of this Settlement Agreement, in the form of a final and appealable judgment; (2) the time for appeal of the Final Judgment, including the period during which the time for appeal may be extended, has either run without an appeal having been filed or any appeal (including any requests for rehearing *en banc* or petitions for *certiorari* or other appellate review) has been finally resolved with a final judgment, and the time for filing any further appeal or request for review has expired.
15. "Escrow Agreement" means the agreement, attached hereto as **Exhibit B**, to be executed by the Parties and the Claims Administrator to establish the Settlement Fund, as an escrow account, to facilitate the performance of the deposit, payment and related obligations set forth in this Settlement Agreement.
16. "Final Approval" means the date the Final Judgment is entered by the Court.
17. "Final Judgment" means the judgment to be entered in this case. The Parties will present the form of Judgment attached as **Exhibit C** to the Court for Final Approval.
18. "Garfield Avenue Facility" means the former chromium manufacturing facility located on Garfield Avenue in Jersey City, New Jersey.
19. "Honeywell" shall mean Honeywell International Inc. and its predecessors, successors, affiliates, assigns, and any related or affiliated companies or other entities.

20. “Non-Conspiracy Claims” means all those claims asserted by Plaintiffs in the Complaints at any time, excluding the Conspiracy Claim. “Non-Conspiracy Claims” include Named Plaintiffs’ current claims for trespass, private nuisance, negligence, and strict liability that they have asserted against PPG in the Seventh Amended Complaint.
21. “Named Plaintiffs” means Mattie Halley and Leticia Malave and any class representatives added or substituted prior to Final Approval.
22. “Notice” means the form of notice to the Class titled “Notice of Proposed Class Action Settlement and Your Rights,” in the form attached hereto as **Exhibit D** or such other form as the Court may order, to be sent via first class mail. Notice will also be provided by publication in the Jersey Journal, which is a newspaper of general circulation in Jersey City, New Jersey, once a week for four consecutive weeks commencing on the Notice Date. That “Publication Notice” will be in the form of **Exhibit E**, or other such form as the Court may order.
23. “Notice Date” means the date on which the Claims Administrator first mails the Notice to eligible members of the Settlement Class.
24. “Opt-Out and Objection Deadline” means the date 60 days after the Notice Date, by which opt-out notices and/or objections must be post-marked.
25. “Party” or “Parties” means PPG and the Settlement Class Representatives. “Party” or “Parties” does not include Honeywell.
26. “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. The definition of “Person” is not intended to include any governmental agencies or governmental actors.
27. “Preliminary Approval Date” or “Preliminary Approval” means the date upon which preliminary approval of this Settlement Agreement is granted by the Court. The Parties will submit a proposed Order Granting Preliminary Approval of Proposed Settlement in the form attached hereto as **Exhibit F** along with their Joint Motion for Preliminary Approval.
28. “Release” means the release as specifically set forth in Paragraph IV.10 of this Settlement Agreement.
29. “Released Claims” means any and all manner of actions, causes of action, suits, debts, judgments, rights, demands, damages, compensation, loss of use and enjoyment of property, expenses, attorneys’ fees, litigation costs, other costs, rights or claims for reimbursement of attorneys’ fees, and claims of any kind or nature whatsoever arising out of the ownership of Class 2 Residential Property (1-4 Family) in Settlement Class B in the Seventh Amended Complaint, including without limitation punitive damages,

in either law or equity, under any theory of common law or under any federal, state, or local law, statute, regulation, ordinance, or executive order that any Class Member ever had or may have in the future, whether directly or indirectly, that arose from the beginning of time through execution of this Agreement, WHETHER FORESEEN OR UNFORESEEN, OR WHETHER KNOWN OR UNKNOWN TO ALL OR ANY OF THE PARTIES, that arise out of the claimed release, migration, deposition, or impacts or effects of COPR, hexavalent chromium, or any other chemical contamination present on, originating from or released, emanating, or migrating at or from (a) the Garfield Avenue Facility; (b) Hudson County Chromium Sites 114, 121, 132, 133, 135, 137, 143, 186, and 207; or (c) the following properties: 33 Pacific Avenue, 800 Garfield Avenue, 816 Garfield Avenue, 78-104 Halladay Street; 84, 86-90, 98-100 and 108 Forrest Street, 457 Communipaw Avenue, Pacific Avenue/Caven Point Avenue, North and South Halladay Street, Carteret Avenue, Forrest Street, Garfield Avenue, at any time through the date of this Agreement, including but not limited to property damage, remediation costs, diminution of value to property, including stigma damages, loss of use and enjoyment of property, fear, anxiety, or emotional distress as a result of the alleged contamination. Released Claims also include claims for civil conspiracy asserted by the members of Settlement Class B. Personal injury, bodily injury, and medical monitoring claims (if any) are not included in Released Claims.

30. "Settlement Class B" means Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class B" on the attached map. Settlement Class B is generally bounded by Ocean Avenue between Bayview Avenue and Grand Street; Grand Street between Ocean Avenue and Communipaw Avenue; Communipaw Avenue between Grand Street and before Communipaw turns northeast; Suydam Avenue, Pine Street, and Whiton Street southwest of Communipaw Avenue; Distillery Drive; Pacific Avenue from Communipaw Avenue to Caven Point Avenue; Caven Point Avenue between Pacific Avenue and Garfield Avenue; Garfield Avenue between Caven Point Avenue and Bayview Avenue; and Bayview Avenue between Garfield Avenue and Ocean Avenue. Settlement Class B includes Class 2 Residential Property (1-4 Family) properties located on both sides of the boundary streets contained in the Class Definition.
31. "Settlement Class B Subclass Zone 1" means Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class B Subclass Zone 1" on the attached map.
32. "Settlement Class B Subclass Zone 2" means Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as "Class B Subclass Zone 2" on the attached map.
33. "Settlement Class B Subclass Zone 3" means Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential

Property (1-4 Family) located within the area identified as “Class B Subclass Zone 3” on the attached map.

34. “Settlement Class” refers to Settlement Class B, including Subclass Zones 1, 2 and 3.
35. “Settlement Class Property” means any Class 2 Residential Property (1-4 Family) that is located within the boundary of Settlement Class B.
36. “Settlement Class Representatives” means Mattie Halley and Leticia Malavé.
37. “Settlement Fund” means a claims-based fund that is established by the Defendant in the amount of Five Million Dollars (\$5,000,000.00). From this Settlement Fund, the following payments will be made, in order of priority (i) approved attorneys’ costs and expenses, including any pro-rata share of costs to be redistributed and payable to the Honeywell Settlement Class; (ii) approved fee award; (iii) approved Claims Administration Expenses; (iv) incentive awards or other compensation to the Settlement Class Representatives; (v) payments to eligible Class B Members; and (vi) any Remaining Funds as payments to eligible Class B Members. The Settlement Fund represents the limit and extent of Defendant’s monetary obligations under this Settlement Agreement for the payments to Class B Members, Claims Administration Expenses, costs and expenses, the fee award, and incentive awards or other compensation to the Settlement Class Representatives. Under no circumstances shall PPG be liable for any additional funds or compensation under the Settlement Agreement. The Settlement Fund shall be structured and operated 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.
38. “Unclaimed Funds” means any funds that are available for recovery by eligible members of Settlement Class B but that are not claimed, whether due to a failure to complete and return the Claim and Release Form or due to incomplete documentation evidencing record title ownership to Settlement Class Property during the Class Ownership Period.

### **III. CLASS CERTIFICATION**

1. Solely for purposes of settlement, the Parties agree to certification of the following Settlement Class and sub-classes under Fed. R. Civ. P. 23(b)(3):

#### **Settlement Class B:**

Persons who, on or after May 17, 2010 and up to and including June 5, 2019, own or owned any real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class B” on the attached map. Settlement Class B is generally bounded by Ocean Avenue between Bayview Avenue and Grand Street; Grand Street between Ocean Avenue and Communipaw

Avenue; Communipaw Avenue between Grand Street and before Communipaw turns northeast; Suydam Avenue, Pine Street, and Whiton Street southwest of Communipaw Avenue; Distillery Drive; Pacific Avenue from Communipaw Avenue to Caven Point Avenue; Caven Point Avenue between Pacific Avenue and Garfield Avenue; Garfield Avenue between Caven Point Avenue and Bayview Avenue; and Bayview Avenue between Garfield Avenue and Ocean Avenue. Settlement Class B includes Class 2 Residential Property (1-4 Family) properties located on both sides of the boundary streets contained in the class definition.

Settlement Class B Subclass Zone 1:

Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class B Subclass Zone 1” on the attached map.

Settlement Class B Subclass Zone 2:

Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class B Subclass Zone 2” on the attached map.

Settlement Class B Subclass Zone 3:

Persons who, at any time during the Class Ownership Period, owned or own real property identified as Class 2 Residential Property (1-4 Family) located within the area identified as “Class B Subclass Zone 3” on the attached map.

Excluded from Settlement Class B Persons is PPG and its officers, directors, management, employees, subsidiaries, or affiliates and Honeywell and its officers, directors, management, employees, subsidiaries, or affiliates. Also excluded from Settlement Class B are the judicial officers to whom this case is assigned, their staff, and the members of their immediate families.

2. To facilitate the provision of notice, the Parties agree to provide the Claims Administrator with the information that each has compiled with respect to mailing addresses of Settlement Class B members.

#### IV. SETTLEMENT PROCESS

1. **Preliminary Approval.** The Parties shall jointly move the Court to grant preliminary approval of this Settlement Agreement, to preliminarily certify Settlement Class B, and its sub-classes to enter the Order Granting Preliminary Approval of Settlement, and to approve the Notice and Publication Notice attached hereto as **Exhibits D-E**, and to approve the Escrow Agreement, within fourteen (14) days of execution of this Agreement.

2. **PPG Payment of the Settlement Fund.** Within thirty (30) days of the Court granting such Preliminary Approval, the Parties and the Claims Administrator shall execute the Escrow Agreement, and PPG shall establish and fund the Settlement Fund as an escrow account, at a federally chartered bank in the amount of \$5 Million Dollars (\$5,000,000.00). Such Settlement Fund shall be structured and operated 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. The Claims Administrator shall have the right to draw on the Settlement Fund to make payments related to this Settlement Agreement in accordance with the schedule and payment formula set forth in Paragraph 5 below after the Court has approved such payments. If this Settlement Agreement terminates pursuant to Section VII below, the Settlement Fund shall be returned to PPG within sixty (60) days of termination of the Settlement Agreement, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims Administration Expenses prior to termination.

3. **Notice.** Within thirty (30) days of the Court granting Preliminary Approval to the proposed settlement, the Notice in the form of **Exhibit D**, or as modified by the Court, will be sent by first class mail to the current owners of record, and any eligible prior owners of record, of Settlement Class B Property during the Class Ownership Period, whose names and current mailing

addresses can be identified by the Claims Administrator with reasonable effort. If it appears, based on best available public data, that the Settlement Class B Property is not currently owner-occupied, the Claims Administrator will make reasonable attempts to mail the Notice both to the current mailing address of the property owner as well as to the address of the subject Settlement Class B Property. Notices that are returned by the United States Postal Service with a forwarding address will be re-mailed to the new address.

- a. The individual mailed Notice will provide general information as to the settlement terms and instructions on how to opt out of the proposed settlement. A URL address will be provided in the Notice to an online complete copy of this Settlement Agreement, which will be maintained by the Claims Administrator through the Effective Date.
- b. Publication Notice will also be provided in the Jersey Journal, which is a newspaper of general circulation in Jersey City, New Jersey, once a week for four consecutive weeks commencing on the Notice Date. Publication Notice will be in the form of **Exhibit E**, or other such form as the Court may order. The Notice will direct those persons who believe they may be a Class Member in Settlement Class B to contact the Claims Administrator to request that a Claim and Release Form be sent to them.
- c. Commencing on the Notice Date, Notice shall be also provided on a website, which shall be administered by the Claims Administrator and shall include the ability to file Claim and Release Forms online until 60 days after the Notice Date. The website shall be maintained only until final distribution of Settlement Funds, at which point it shall be taken down by the Claims Administrator. The Notice on the Website shall be substantially in the form of **Exhibit G** attached hereto.
- d. The Parties may further agree upon additional methods of delivering notice and distributing information within the Class Area to explain the Settlement Agreement and encourage participation by eligible members of the Settlement Class, including one or more public information sessions to be held at locations within the geographic boundaries of the Settlement Class B. PPG reserves the right to attend and participate in any such public information sessions.
- e. The procedures and deadlines for opt-out and exclusion requests and objections will be set forth in the Publication and individual mailed Notices. The period for opt-out or exclusion requests will be sixty (60) days from the Notice Date. Opt-out or exclusion requests must be mailed to the Claims Administrator and will be considered timely if postmarked on or before the expiration of the 60-day period from the Notice Date.

- f. The procedures and deadlines for filing a claim for settlement payments, including a Claim and Release Form in the form of **Exhibit H**, will be included with the Publication and individual mailed Notices. To receive settlement benefits, the Class Member must return the properly completed Claim and Release Form with ownership documentation to the Claims Administrator within the same 60-day period provided for opt-out and exclusion requests.
- g. If the Class Member does not opt out by the opt-out deadline, the Class Member will be bound by the terms of the Settlement Agreement, whether or not the Class Member completes and returns the Claim and Release Form.
- h. The Claims Administrator will review the completed Claim and Release Form and supporting documentation to determine whether the proper information has been provided to establish an ownership interest in the Settlement Class Property during the Class Ownership Period. If additional information is needed from the Class Member, the Claims Administrator will make reasonable attempts to contact the Class Member to obtain the information.
- i. The Claims Administrator will disburse settlement proceeds to those Class Members meeting all of the settlement payment requirements within the time period provided for in Paragraph 5 below.

4. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Settlement Agreement is filed with the Court, Defendant shall serve upon the Attorneys General of each U.S. State in which a class member resides, 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 borne by PPG and shall not be deducted from the Settlement Fund.

5. **Settlement Payments.** Payments made from the Settlement Fund shall be made within fifteen (15) days after the Effective Date and shall be made in accordance with the following formula:

- a. **Initial Distributions.** The approved Claims Administration Expenses, attorneys' costs and expenses (including any pro-rata share of costs to be redistributed and payable to the Honeywell Settlement Class claimants), attorneys' fee award, and any incentive payments to the Settlement Class Representatives shall first be deducted from the Settlement Fund, after any such awards have been approved by the Court. The Claims Administrator may make periodic applications to the Court for approval of Claims Administration Expenses.



**b. Initial Allocation of Payments to Class Members.** After such initial distributions pursuant to sub-paragraph (a) are made, the Settlement Fund shall be allocated to the Settlement Class. This amount allocated to the Class shall hereinafter be referred to as “Settlement Class Funds.”

1. For the purposes of settlement, the Settlement Class has been divided into three geographic Sub-classes; Zone 1, Zone 2, and Zone 3. The Settlement Class Funds shall be allocated as follows: Settlement Class Properties in Subclass Zone 1 will receive 2.5 shares; Settlement Class Properties in Subclass Zone 2 will receive 2 shares; and Settlement Class Properties in Subclass Zone 3 will receive 1 share. The Parties have computed that Settlement Class B Subclass Zone 1 consists of approximately 646 properties; Settlement Class B Subclass Zone 2 consists of approximately 601 properties and Settlement Class B Subclass Zone 3 consists of approximately 240 properties.

2. For example purposes, if the Settlement Class Funds consist of \$3,057,000, each Settlement Class Property in Subclass Zone 1 will be allocated Two Thousand Five Hundred Dollars (\$2,500.00) for a total of One Million Six Hundred Fifteen Thousand Five Hundred Dollars (\$1,615,000.00) allocated to Subclass Zone 1; each Settlement Class Property in Subclass Zone 2 will be allocated Two Thousand Dollars (\$2,000.00) for a total of One Million Two Hundred Two Thousand Dollars (\$1,202,000.00) allocated to Subclass Zone 2; and each Settlement Class Property in Subclass Zone 3 will be allocated One Thousand Dollars (\$1,000.00) for a total of Two Hundred Forty Thousand Dollars (\$240,000.00) allocated to Zone 3. Settlement Class Funds allocated to Settlement Class Properties for which no valid claims have been made shall constitute Unclaimed Funds and shall be allocated as set forth in subparagraph (c) below.

3. To the extent record title ownership of a property in the Settlement Class has changed during the Class Ownership Period, the Parties agree that the current owners of Settlement Class Property and any prior owners who held title to the property during the Class Ownership Period are each entitled to a time-weighted pro rata amount of the share(s) allocated to that property in the Subclass Zone where the property is located. For example purposes, if the Class Ownership Period is eight and a half (8.5 years) and owner X owned a Settlement Class Property in Subclass Zone 3 for 51 months, and Y owned the same property for 51 months, each would receive one-half of the single share, or \$500.00. Record title ownership and the time period of ownership are subject to verification through the claims administration process.

4. To the extent there are multiple owners of record title at the same time for a single Settlement Class Property during the Class Ownership Period, a single payment for the property will be issued to all record title owners as a group. Any subsequent allocation of that payment among those record title owners will be for the record title owners to determine and will not be determined in the claims administration process.

5. 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 in accordance with sub-paragraph (c) below.

c. **Distribution of Unclaimed Funds.** To the extent that no claim is made for a Settlement Class Property within the 90 day time period, the unclaimed proceeds (“Unclaimed Funds”) shall be distributed among the eligible Class B Members in the same Subclass Zone in which the Settlement Class Property for which no claim was made is located. For example, if a claim is not made for a property in Subclass Zone 1, the unclaimed proceeds will be distributed among the eligible Settlement Class Properties in Subclass Zone 1 for which an eligible claim has been submitted. Those proceeds will not be distributed to Settlement Class Properties in Zones 2 or 3. Unless the Settlement Agreement is terminated pursuant to Section VII, no Settlement Funds shall revert to PPG.

6. **Commitments by Members of the Settlement Class.** Prior to receiving any payments under the Settlement Agreement, each Class Member must execute and deliver to the Claims Administrator a Claim and Release Form in the form attached as **Exhibit H** (“Claim and Release Form”), along with documentation evidencing proof of record title ownership during the Class Ownership Period. The following documentation is deemed presumptively sufficient to evidence proof of record title ownership subject to the Claims Administrator’s authority under Section V:

- a. Deed
- b. Notice of Property Tax Assessment
- c. Property Tax Bill
- d. Printout from the website of the New Jersey Association County Boards (<http://www.njactb.org/>) identifying the results of a search of the Current Owners/Assessment List database.
- e. Copy of HUD-1 Settlement Statement
- f. Affidavit of ownership

7. If the Claims Administrator determines that additional information is needed from the Class Member to verify record title ownership during the Class Ownership Period, the Claims Administrator will attempt to contact the Class Member to obtain the information.

8. If an eligible member of Settlement Class B is the sole owner of a Settlement Class Property during the Class Ownership Period, and if s/he opts out, fails 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 eligible member would have been entitled to will be considered “Unclaimed Funds” to be distributed in accordance with Paragraph IV(5)(c) above.

9. If an eligible member of Settlement Class B is not the sole owner of a Settlement Class Property during the Class Ownership Period, and if s/he opts out, fails 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 eligible member would have been entitled to will be distributed on a time-weighted, pro rata basis to the other, eligible Class Member(s) who owned that same Settlement Class Property during the Class Ownership Period.

10. **Releases.** The Named Plaintiffs agree to, and shall, on or before the Effective Date, file with the Court such papers necessary to effectuate the following:

- a. The Named Plaintiffs on behalf of themselves and the Class Members of Settlement Class B agree to dismissal with prejudice of any and all claims and/or causes of action alleged or which could have been alleged against PPG based on the facts and claims set forth in the Complaint.

- b. Each Class Member, who has not timely opted out of the Settlement Class, fully, finally, and forever releases, remises, acquits, waives and forever discharges PPG of and from any and all Released Claims and shall be forever enjoined from prosecuting any and all Released Claims against PPG.
- c. Each Class Member who does not timely opt out of the Settlement Class hereby stipulates and agrees, with respect to any and all Released Claims, that, the Class Member shall be conclusively deemed to, and by operation of the Final Judgment shall, waive and relinquish any and all rights or benefits they may now have, or in the future may have, under any law relating to the Released Claims.
- d. Each Class Member who has not timely opted out of the Settlement Class acknowledges that the foregoing release of claims including but not limited to claims for punitive damages, was separately bargained for and a key element of this Settlement Agreement.
- e. Each Class Member who has not timely opted out of the Settlement Class acknowledges that he or she is not entitled to any monies from PPG in connection with this Action other than what is provided for in this Settlement Agreement.

**V. CLAIMS ADMINISTRATOR**

1. Subject to the approval of the Court, Epiq Class Action and Claims Solutions, Inc. (formerly The Garden City Group, Inc.) has been selected by Class Counsel as the Claims Administrator for this Settlement Agreement. Authorized Claims Administration Expenses will

be paid out of the Settlement Fund. As directed by the Court or Class Counsel, the Claims Administrator will:

- a. Effectuate individual mailed Notice and Publication Notice to potential members of the Settlement Class in accordance with the procedures outlined in Paragraph IV.3 above;
- b. Provide and staff a toll-free phone number and website for the purpose of providing settlement information to class members and potential class members;
- c. Receive opt out notices and Claim and Release Forms from potential members of the Settlement Class and any other submissions by persons claiming ownership interests in any Settlement Class Property;
- d. Distribute settlement proceeds as set forth in this Settlement Agreement;
- e. Administer the class settlement as requested by Class Counsel and approved by the Court, including but not limited to evaluating and rendering equitable, informed decisions — to resolve any disputed property interests or to allocate the consideration owed on any property between and among multiple persons with valid legal claims to ownership interests in accordance with the terms of this Agreement. Decisions of the Claims Administrator shall be final and shall only be appealable to the Court on the basis that the Claims Administrator incorrectly calculated a settlement payment under the provisions of this Settlement Agreement.
- f. Employ reasonable procedures to screen claims for abuse or fraud, and reject a Claim and Release Form, or any part of a claim for a payment reflected therein, where there is evidence of abuse or fraud;
- g. Provide weekly written status reports to all counsel as to the progress of the claims administration process until such time as the disbursement process concludes; and
- h. Otherwise administer the Settlement Agreement as requested by Class Counsel and approved by the Court.
- i. PPG shall participate in the administration only to the extent agreed to by Class Counsel as set forth in this Settlement Agreement or required by the Court.

## **VI. ATTORNEY'S FEES AND COSTS**

1. **Class Counsel.** Solely for purposes of effectuating this Settlement Agreement, the Parties consent to the Court appointing Steven J. German and Joel Rubenstein of GERMAN RUBENSTEIN LLP as Class Counsel.

2. **Expense and Fee Award.** While the Parties have estimated fees and expenses in order to estimate the Settlement Fund, the Parties have not attempted to negotiate a fee award to Class Counsel. PPG shall not oppose any petition for fee award by Class Counsel from the Settlement Fund.

3. **Timing of Fee Award.** Within thirty (30) days of Preliminary Approval, Class Counsel shall file a petition for fees and costs with the Court, and shall promptly post the petition on a publicly accessible website. The URL for the fee petition shall also be included in the Notice to the potential members of the Settlement Classes.

4. **Payment of the Fee Award.** Payment of the fee award shall be made from the Settlement Fund within seven days of the Effective Date, unless appealed, and shall constitute full satisfaction of any obligation on the part of PPG to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of the Settlement Class or any other persons in this Action.

5. **Incentive Payment.** In addition to any award to which they may be entitled under the Settlement Agreement, Class Counsel may request that the Court award an incentive payment to each Settlement Class Representative Mattie Halley and Leticia Malavé individually in the amount of \$10,000. Such incentive awards and compensation will be subject to Court approval. PPG agrees that it will not oppose such awards or compensation. The Claims Administrator shall pay such awards or compensation via check from the Settlement Fund to the Named Plaintiffs, such checks to be sent care of Class Counsel, within fifteen (15) days after the Effective Date.

## **VII. TERMINATION OF THE SETTLEMENT AGREEMENT**

1. This Settlement Agreement shall terminate without further action of the Parties if (a) the Court does not enter preliminary approval of the settlement, or the Settlement Class B, or any

Subclass Zone; (b) the Court does not enter final approval of the settlement, the Settlement Class B, or any Subclass Zone; or (c) the Court's final approval is overturned on appeal before the Effective Date.

2. PPG shall have the right, in its sole discretion, to terminate this Settlement Agreement if (a) eligible claims have been filed on fewer than 50% of all Settlement Class B Properties; (b) eligible claims have been filed on fewer than 50% of the properties in any single Subclass Zone; or (c) more than 5% of the eligible owners of the properties in any single Subclass Zone elect to opt out of or object to the Settlement Agreement (*i.e.*, if more than 32 properties in Subclass Zone 1, more than 30 properties in Subclass Zone 2, or more than 12 properties in Subclass Zone 3 elect to opt out of or object to the settlement). If PPG elects to terminate this Settlement Agreement under this Section, PPG shall send written notice of such election to Plaintiffs and Class Counsel prior to the Parties seeking Final Approval of the Settlement Agreement and Settlement Class from the Court and any Settlement Funds shall be returned to PPG, minus any funds approved by the Court for expenses incurred by the Claims Administrator for Claims Administration Expenses prior to termination.

## **VIII. OPT-OUTS AND OBJECTIONS**

1. **Requirements for Opting Out.** Any Class Member who wishes to opt out of this Settlement Agreement must mail to the Claims Administrator a written, signed, and dated statement that he, she, or it is opting out of Settlement Class B and understands that he, she, or it will receive no payments from the Settlement Fund of this Action. An opt-out notice must contain the following identifying information: "*Halley v. Honeywell International Inc.*, Case No. 10-cv-3345." To be effective, this opt-out statement must be postmarked no later than sixty (60) days after the Notice Date. The Settlement Class will not include any individuals who send timely and

valid opt-out statements, and individuals who opt out are not entitled to any monetary award under this Settlement Agreement.

2. **Requirements for Objecting.** Any eligible Class Member of Settlement Class B that wishes to object to this Settlement Agreement, including the fee petition, must mail to the Court, Class Counsel, and counsel for PPG, at the addresses listed in the Notice provisions set forth below, a written, signed, and dated objection, which must contain a detailed description of all bases for the objection and any supporting papers, briefs, evidence or arguments. If the person filing the objection wishes to present argument in support of the objection at the Final Approval Hearing, a request to that effect must be included in the objection. An objection must contain the following identifying information: “*Halley v. Honeywell International Inc.*, Case No. 10-cv-3345.” To be effective, an objection must be received by the Court no later than sixty (60) days after the Notice Date. No one may present argument at the Final Approval Hearing for the purpose of objecting to the Settlement Agreement, or otherwise object to the Settlement Agreement, without having properly served a timely objection in accordance with the terms of this paragraph.

3. **Waiver of Objections.** Except for members of the Settlement Class who opt out of the Settlement Class in compliance with the foregoing paragraph 1, all Class Members will be deemed to be members of the Settlement Class B in the Action for all purposes under this Settlement Agreement, the final approval order, the Final Judgment, and the releases set forth in this Settlement Agreement and, unless they have timely asserted an objection to this Settlement Agreement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy.

4. **No Encouragement of Objections or Opt-Outs.** Neither Named Plaintiffs, Class Counsel, PPG, PPG counsel, nor any person acting on their behalf, shall seek to solicit or otherwise



encourage anyone to opt-out of or object to the Settlement Agreement or encourage anyone to appeal from any order of the Court that is consistent with the terms of the Settlement Agreement.

#### **IX. FINAL APPROVAL AND DISMISSAL WITH PREJUDICE**

1. The Parties shall jointly move the Court for final approval of the Settlement Agreement no later than fourteen (14) days before the Final Approval Hearing set by the Court, and request that the Court enter a Final Judgment in the form attached as **Exhibit C**. The Final Judgment will (among other things):

- a. find that the Court has personal jurisdiction over all members of the Settlement Class B and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;
- b. approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the members of the Settlement Class B; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of the Settlement Class Representatives and all other members of the Settlement Class B and their heirs, executors and administrators, successors and assigns;
- c. find that the Notices and the procedures for Notice implemented pursuant to the Settlement Agreement (1) constituted the best practicable notice under the circumstances, (2) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class B of the pendency of the Action, their right to object to or exclude themselves from the proposed

Settlement Agreement and to appear at the Final Approval Hearing, (3) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice, and (4) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and the rules of the Court;

- d. find that the Named Plaintiffs and Class Counsel adequately represented the Settlement Class B for purposes of entering into and implementing the Settlement Agreement;
- e. dismiss with prejudice all Released Claims against PPG on behalf of themselves and the Class Members of Settlement Class B;
- f. incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge PPG as set forth herein;
- g. permanently bar and enjoin all members of the Settlement Class B who have not been properly excluded from the Settlement Class B from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based in any way on the Released Claims;
- h. confirm that the Court retains continuing jurisdiction over the “qualified settlement fund,” as defined in Section 468B(d)(2) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.468B-1, created under the Settlement Agreement;
- i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement

and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;

- j. find that the Settlement Agreement, Claim and Release Forms, and Final Judgment shall have no effect on the rights and obligations of any person or party with respect to the following litigation: *Interfaith Community Organization, Inc., GRACO Community Organization, and National Resources Defense Council, Inc. v. PPG Industries*, Civil No. 09-480, D.N.J.;
- k. incorporate any other provisions as the Court deems necessary and just.
- l. In the event the Final Judgment is reversed or the Settlement Agreement does not become final and binding, the Parties agree that (1) the Court shall vacate any dismissal with prejudice and the Parties shall return to the positions they occupied before entering into this Settlement Agreement, including retaining all rights, claims and defenses they had prior to entering the Settlement Agreement; and (2) the Settlement Agreement, any motions to approve the Settlement Agreement and the settlement negotiations shall be without prejudice to the rights of any party, shall not be used by any Party in this Action for any purpose whatsoever and shall be inadmissible in this or any other Action for any purpose.

2. **Final Approval Hearing.** The Court shall hold a hearing to consider final approval of this Settlement Agreement (the “Final Approval Hearing”), and to rule on Plaintiffs’ Petition for the Award of Attorneys’ Fees, at any time 90 days or more after the Notice Date.

## **X. GENERAL PROVISIONS**

1. **No Admission of Liability, No Collateral Use.** The Parties acknowledge and agree that this Settlement Agreement is a voluntary and mutually acceptable resolution of the

Action. By entering into this Settlement Agreement, PPG does not admit wrongdoing or liability as to any matter whatsoever, and Named Plaintiffs, Class Representatives and Class Members do not admit that PPG has not engaged in wrongdoing and has not caused them considerable harm. PPG denies the claims set forth in all of the Complaints, and Named Plaintiffs, Class Representatives and Class Members deny the defenses asserted in PPG's Answers to the Complaints. PPG and Named Plaintiffs agree that the amount of this settlement represents a compromise of the claims being dismissed pursuant to Section IV.10., above, and of PPG's defenses with respect to those claims and does not fully vindicate or represent either Plaintiffs' theory of the case or PPG's theory of defense. This Settlement Agreement shall not be cited, offered, or construed as an admission or evidence (including but not limited to an admission or evidence of the propriety or feasibility of certifying a class for purposes other than settlement) in this Action or any other action or proceeding except for purposes of seeking approval, fulfillment, or enforcement of this Settlement Agreement if finalized, effectuated and approved by this Court. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in the Court to enforce or implement any provision of this Settlement Agreement or implement or enforce any orders or judgments of the Court entered into in connection with this Settlement Agreement.

2. **Absence of Approval.** In the event that this Settlement Agreement does not become final and binding, no Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, any and all claims or objections to class certification, or claims or defenses on the merits. Each party reserves the right to prosecute or defend this Action in the event that the Settlement Agreement does not become final and binding.

3. **Cooperation.** The Parties agree that they will cooperate to effectuate and implement the terms and conditions of this Settlement Agreement.

4. **Effect of Prior Agreements.** This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to the settlement of this Action, contains the final and complete terms of the settlement of the Action and supersedes all prior agreements between the Parties regarding settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the settlement of this Action other than as set forth in this Settlement Agreement.

5. **No Drafting Presumption.** All Parties hereto have participated, through their counsel, in the drafting of this Settlement Agreement, and this Settlement Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create substantive rights or obligations.

6. **Notices.** All notices to the Parties or counsel required or desired to be given under this Settlement Agreement shall be in writing and sent by electronic mail and U.S. Mail as follows:

*To Plaintiffs:*

GERMAN RUBENSTEIN LLP  
Steven J. German, Esq.  
19 West 44th Street, Suite 1500  
New York, NY 10036  
Facsimile: (212) 704-2020  
sgerman@germanrubenstein.com

*To PPG:*

K&L GATES LLP  
Joseph F. Lagrotteria, Esq.  
One Newark Center, Tenth Floor

Newark, NJ 07102-5285  
(973) 848-4111-office  
joseph.lagrotteria@klgates.com

THOMPSON HINE LLP  
Timothy J. Coughlin, Esq.  
127 Public Square  
3900 Key Center  
Cleveland, Ohio 44114  
Fax: (216) 566-5800  
Tim.Coughlin@ThompsonHine.com

*To the Court:*

Honorable Esther Salas  
United States District Judge  
U.S. District Court for the District of New Jersey  
Martin Luther King Federal Building & U.S. Courthouse  
50 Walnut Street  
Newark, New Jersey 07102

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

8.     **No Third Party Beneficiaries.** This Settlement Agreement shall not inure to the benefit of any third party.

9.     **Execution in Counterparts.** This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement. Each signatory warrants that the signer has authority to bind his party.

**XI. MISCELLANEOUS PROVISIONS**

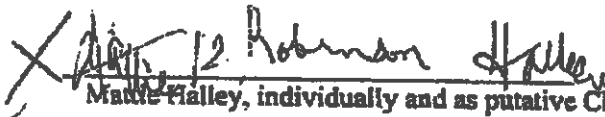
1. To the extent that either side desires to issue a press release or press statement, they may do so. No press release, press statement, or public statements shall include statements disparaging either side, or statements contravening any term of this Settlement Agreement.

**SIGNATURES ON FOLLOWING PAGE**






AGREED this 12 day of 13 2019:

  
Marie Halley, individually and as putative Class B representative

\_\_\_\_\_  
Leticia Malavé, individually and as putative Class B representative

APPROVED:

  
\_\_\_\_\_  
Steven J. German, Attorney for Plaintiffs  
German Rubenstein LLP  
19 West 44th Street, Suite 1500  
New York, NY 10036  
Facsimile: (212) 704-2020  
sgerman@germanrubenstein.com

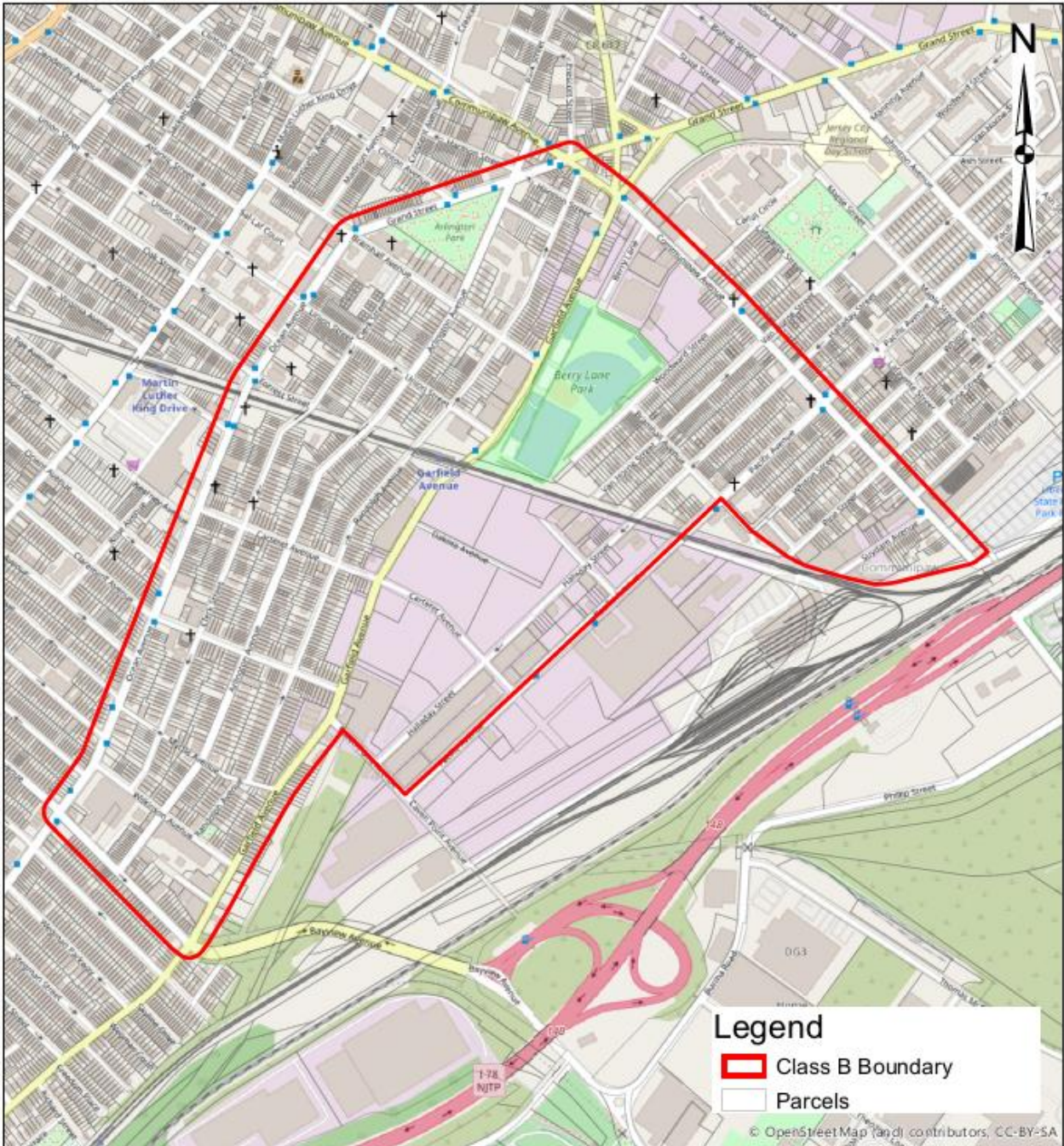
AGREED: this \_\_\_ day of \_\_\_\_\_ 2019:


\_\_\_\_\_  
For PPG Industries, Inc.

Its: \_\_\_\_\_

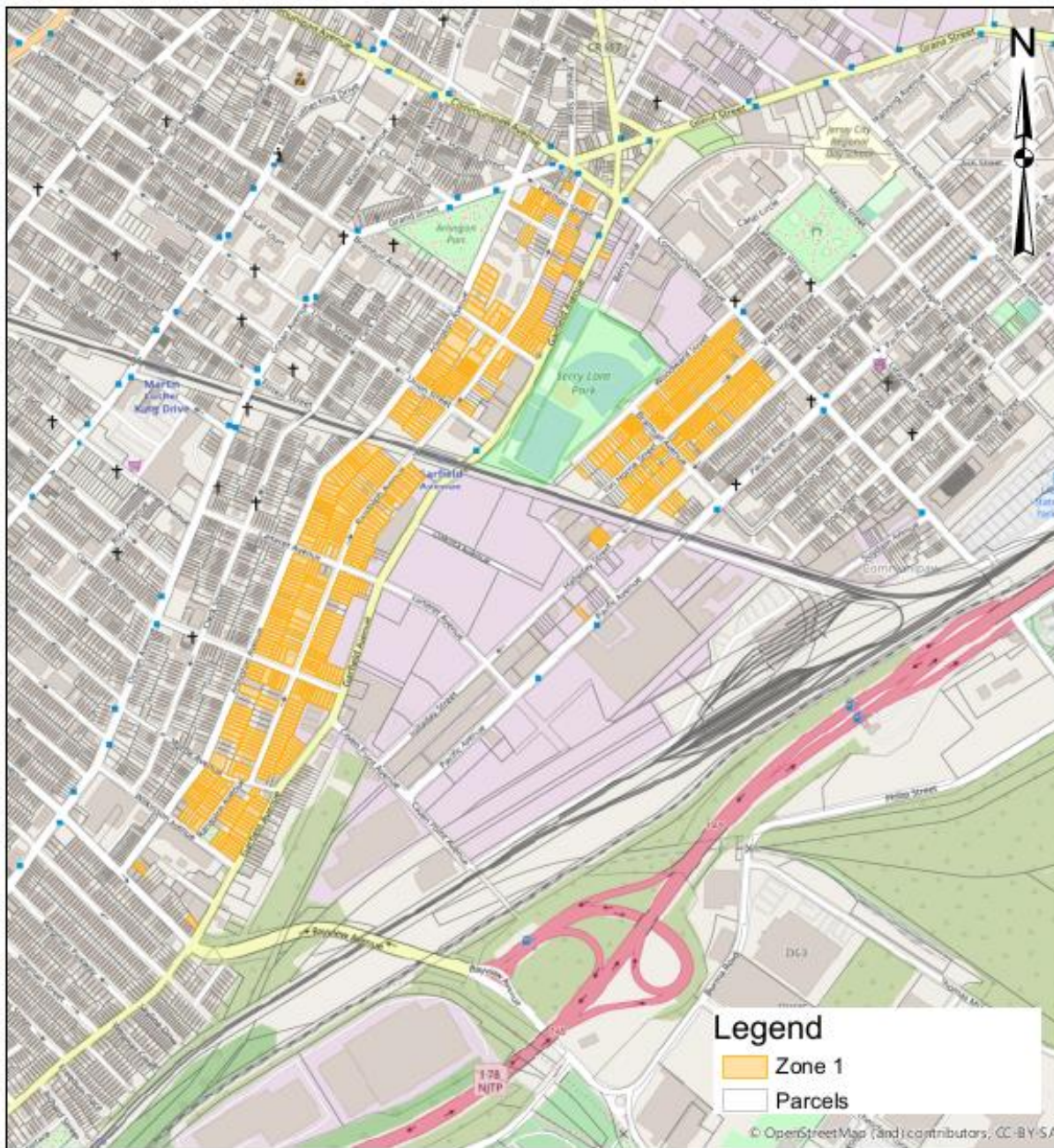
APPROVED:

\_\_\_\_\_  
Timothy J. Coughlin, Attorney for PPG Industries, Inc.  
Thompson Hine LLP  
127 Public Square  
3900 Key Center  
Cleveland, Ohio 44114  
Tim.Coughlin@ThompsonHinc.com



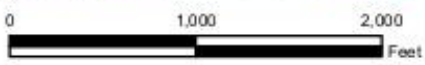
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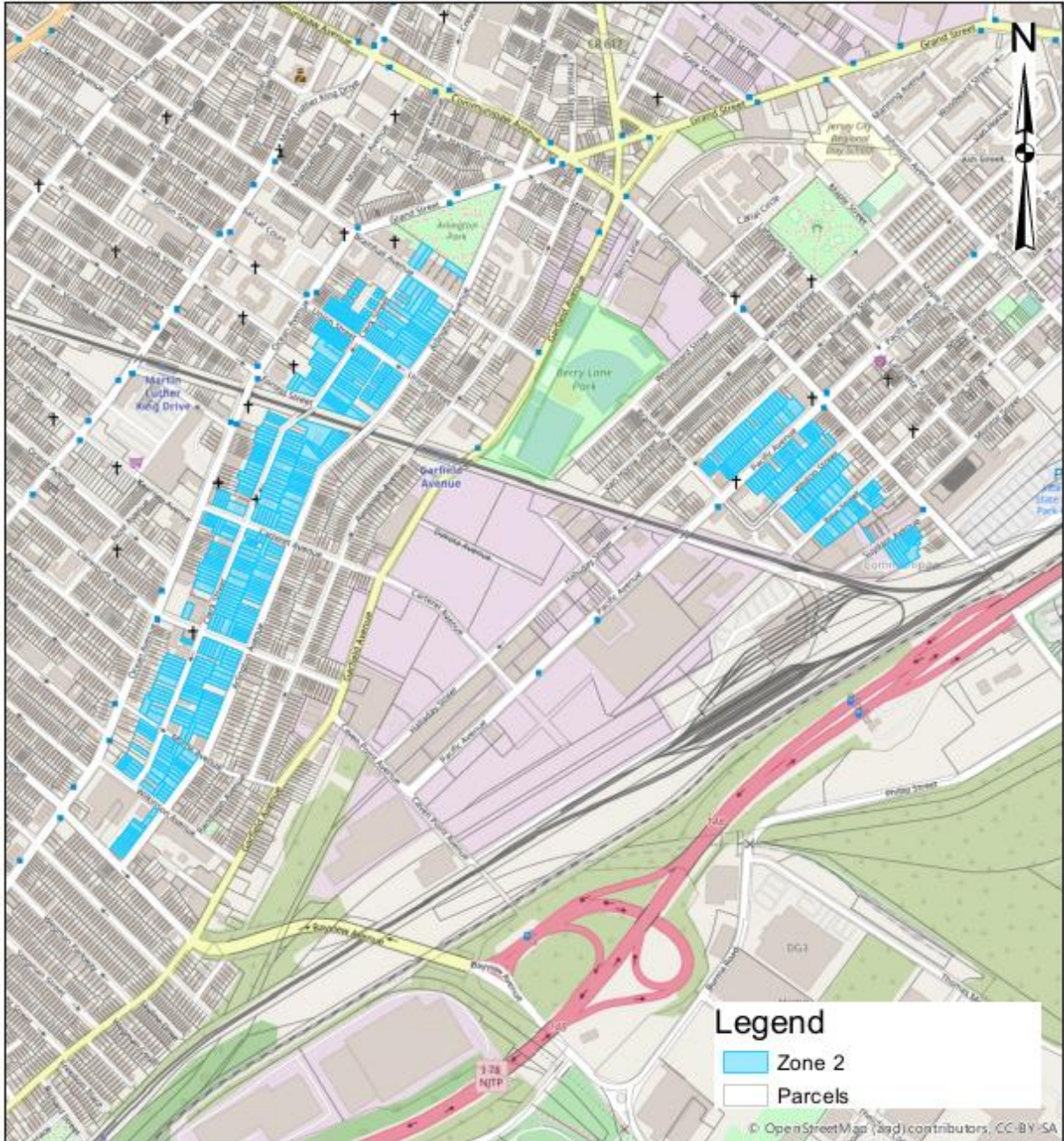
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- Zone 1
- Parcels



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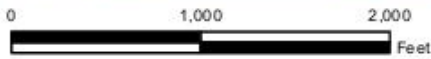
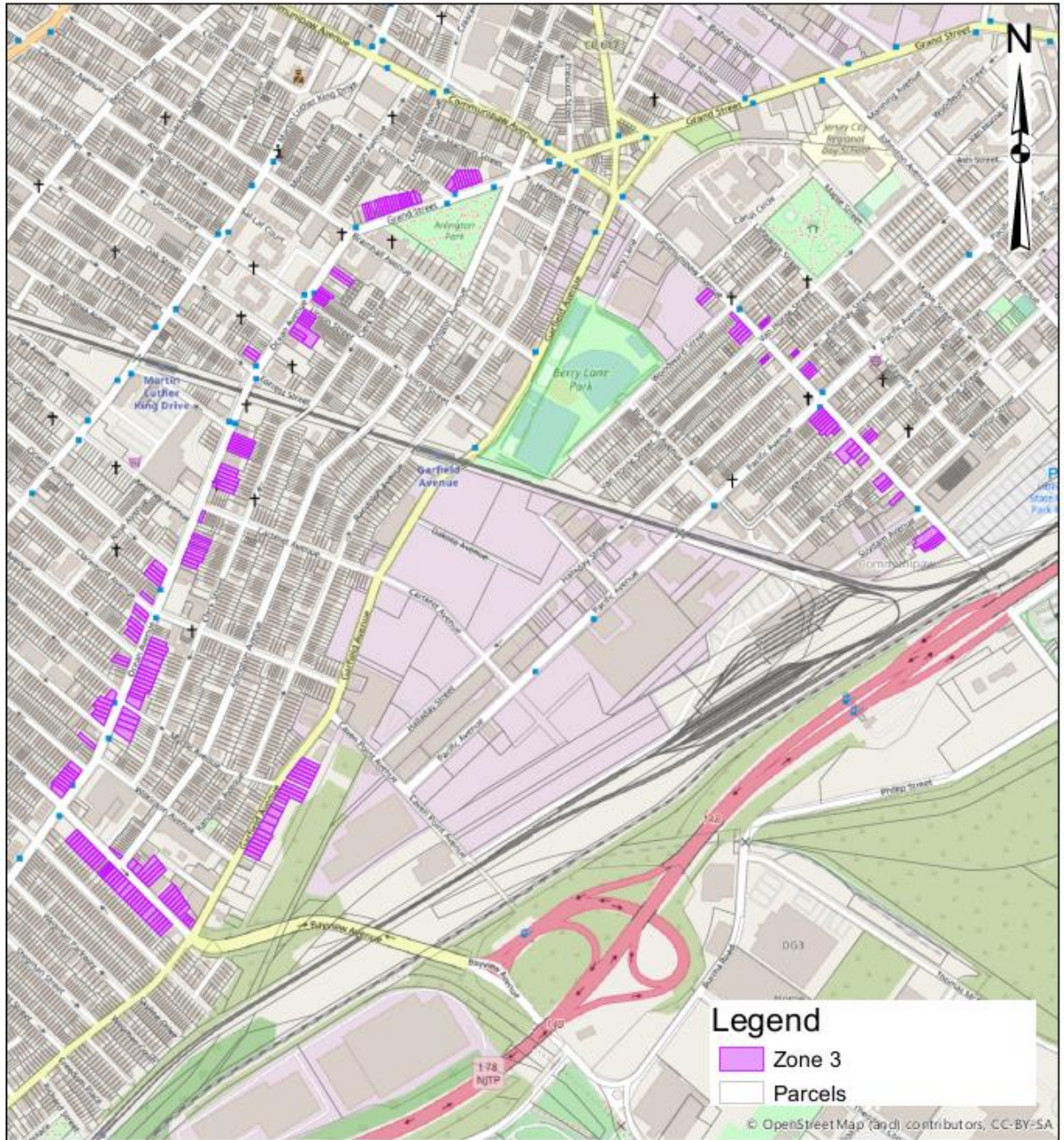
**Legend**


- Zone 2
- Parcels

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	DATE: AUG 2019	PROJECT #: 133365 / 12304G	SCALE: AS SHOWN	IMAGE SOURCE: OPEN STREET MAPS	DRAWN BY: JK	CHECKED BY: TB	REVISION #: 2





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	TITLE:	CLASS B SUBCLASS ZONE 3 PARCELS					
DATE: AUG 2019	PROJECT #: 133365 / 12304G	SCALE: AS SHOWN	IMAGE SOURCE: OPEN STREET MAPS	DRAWN BY: JK	CHECKED BY: TB	REVISION #: 3	