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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

BRIAN RESENDEZ, RODICA ALINA
RESENDEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

v.

PRECISION CASTPARTS CORP., an
Oregon corporation, and PCC
STRUCTURALS, INC.,

Defendants;

Case No. 16cv16164

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

DEBRA TAEVS; individually and on behalf
of all others similarly situated,

Plaintiff,

v.

PRECISION CASTPARTS CORP., an Oregon
corporation, and PCC STRUCTURALS, INC.,

Defendants;

Case No. 16CV21495

1. PREAMBLE

Subject to the preliminary and final approval of the Multnomah County Circuit Court of Oregon (the “Court”), and as further set forth below, this Settlement Agreement is made by and between the Settlement Class Representatives defined below (“Plaintiffs”), individually and on behalf of the settlement class defined below (the “Class”), and Defendants Precision Castparts

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Corp and PCC Structurals, Inc. (“Defendants” or “PCC”). Plaintiffs and Defendants are collectively referred to as the “Parties.”¹

2. RECITALS

2.1 The above-captioned litigation (the “Action” or the “Litigation”) was commenced on May 11, 2016 with the filing of a putative class action complaint, Case No. 16cv16164. Plaintiffs filed a Consolidated Amended Class Action Complaint on October 14, 2016. On or about June 6, 2017, the Court denied Defendants’ Motion to Dismiss the Consolidated Amended Class Action Complaint. On June 22, 2017, the Court ordered Plaintiffs to make the Consolidated Amended Class Action Complaint more definite and certain by identifying with specificity the substances underlying their trespass, nuisance and negligence claims and, on November 9, 2017, ordered Plaintiffs to file a statement identifying which of those substances had been detected on their properties. Plaintiffs filed such statements in February 2018.

2.2 The operative complaint in the Action is Plaintiffs’ Fifth Consolidated Amended Class Action Complaint filed on October 1, 2019 (“Fifth Am. Com.”). In the Action, Plaintiffs assert claims for trespass, nuisance and negligence arising out of the alleged emission of metal pollutants from Defendants’ metal casting facilities, as set forth in the Fifth Am. Com. Plaintiffs seek various remedies, including, without limitation, damages, injunctive, declaratory and other equitable relief as set forth in the Fifth Am. Com.

2.3 The Parties have engaged in extensive discovery. This discovery has included 13 fact witness and organization depositions, 20 document subpoenas to third parties, and voluminous document production by both sides and third parties, totaling over 170,000 documents. The Parties also engaged in extensive motion practice, including motions to dismiss, strike class allegations, and for summary judgment.

2.4 During the pendency of the Action, Defendants have expended approximately \$8.04 million for (a) approximately \$7.7 million in additional pollution controls at the Large

¹ Except as otherwise indicated herein, capitalized words and phrases used throughout this Settlement Agreement carry the definitions assigned herein.

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1 Parts Campus, as described in Exhibit 4, and (b) approximately \$340,000 expended in 2017-2018
2 to perform air monitoring. The Parties recognize that these expenditures relate to the emissions at
3 issue in Plaintiffs' complaint and agree that they are to be credited towards the total
4 consideration for this settlement. In evaluating the adequacy of the Settlement, Plaintiffs and
5 Class Counsel have taken into account these actions.

6 **2.5** Plaintiffs filed a Motion for Class Certification on March 29, 2019, and
7 Defendants opposed that Motion in a Response filed on June 28, 2019. This Motion has been
8 fully briefed and argued, but it has yet to be ruled upon by the Court.

9 **2.6** In November 2020, the parties commenced a mediation in an effort to reach an
10 agreement to settle Plaintiffs' and putative Class Members' claims. To assist in these efforts, the
11 Parties engaged an experienced mediator: Eric English of Resolution Strategies LLP in Portland,
12 Oregon. With the mediator's assistance and active involvement, the mediation continued for
13 several months. During that time, the Parties conducted numerous video and telephonic
14 conferences with the mediator, and exchanged various information related to their claims and
15 defenses. In July 2021, the mediator submitted to the Parties a mediator's settlement proposal,
16 which was accepted by the Parties in August 2021. The terms of the mediator's settlement
17 proposal are memorialized in this Settlement Agreement.

18 **2.7** The Parties' acceptance of the mediator's settlement proposal, and their entry into
19 this Settlement Agreement, reflects their respective assessments of the merits of the claims and
20 defenses asserted in the Action and the risks, uncertainty and significant expense of continued
21 litigation. By accepting the mediator's settlement proposal and entering into this Settlement
22 Agreement, no Party asserts or confirms the merits or weaknesses of any claim or defense
23 asserted in the Action.

3. DEFINITIONS

24
25 As used in this Settlement Agreement, the terms defined herein have the following
26 meanings, unless this Settlement Agreement specifically provides for otherwise.
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1 **3.1 “Attorneys’ Fees and Litigation Expenses”** means the fees and costs, including
2 expert fees and costs, awarded to Class Counsel by the Court from the Qualified Settlement Fund
3 as compensation for Class Counsels’ work in furtherance of the Action and reimbursement for
4 their out-of-pocket costs.

5 **3.2 “Baghouse Filter”** means a fabric filter, sometimes referred to as a baghouse or
6 dust collector, that utilizes fabric filtration to remove particles from a gas stream by trapping and
7 depositing the particles on the fabric.

8 **3.3 “Large Parts Campus” or “LPC”** means the real estate located at or about 4600
9 SE Harney Drive in Portland, Oregon, also known as the facility governed by Oregon
10 Department of Environmental Quality Air Contaminant Discharge Permit number 03-0020, and
11 which includes the metal casting facilities LPC-S and LPC-T.

12 **3.4 “Case Contribution Awards”** means amounts authorized by the Court to be paid
13 out of the Settlement Cash Payment from the Qualified Settlement Fund to the Settlement Class
14 Representatives provided for in Section 5.4 hereof.

15 **3.5 “Claim”** means a timely and complete submission, signed under penalty of
16 perjury, and submitted by a Class Member or Claiming Class Member Household together with
17 all necessary supporting documentation related thereto.

18 **3.6 “Claim Form”** means the document labeled “Claim Form” available on the
19 Settlement website or accompanying the mailed Class Settlement Notice, substantially in the
20 form attached as Exhibit 7, or as amended with the Court’s approval.

21 **3.7 “Claimant”** means a person, set of persons, or entity filing a Claim.

22 **3.8 “Claiming Class Member Household”** means one or more Class Members who,
23 on the Relevant Date, (i) resided in a single dwelling in the Class Area, or (ii) owned,
24 individually or jointly, one or more residential properties in the Class Area.

25 **3.9 “Class Area”** means the area depicted in the figure attached to this Settlement
26 Agreement as Exhibit 1, which is the “Revised Precision Plume” proposed for certification in
27 Plaintiffs’ Reply in Support of Motion for Class Certification (Aug. 30, 2019) at 5.
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1 **3.10 “Class Counsel”** means Keller Rohrback L.L.P. (Daniel Mensher, Amy
2 Williams-Derry, and Matthew Preusch); Kampmeier & Knutsen, PLLC; Smith & Lowney,
3 PLLC; and the Law Office of Karl G. Anuta, P.C.

4 **3.11 “Class Member”** means anyone who owned residential real property within,
5 and/or who had a legal entitlement to reside within and did reside within, a Class Property on the
6 Relevant Date, but excluding (1) Defendants, any entity or division in which Defendants have a
7 controlling interest, and their legal representatives, officers, directors, assigns and successors, (2)
8 all persons who make a timely election to be excluded from the Class, and (3) the judge to whom
9 this case is assigned and that judge’s staff.

10 **3.12 “Class Member Payment”** means the potential payments to Class Members
11 described in Section 5.6 of this Settlement Agreement.

12 **3.13 “Class Notice Program”** means the form and manner of notice to Class Members
13 as ordered by the Court.

14 **3.14 “Class Property”** means a residential real property lot that had such a
15 classification as of February 2016 and which is identified by a tax parcel number or residential
16 street address that is wholly or partially within the Class Area. Class Counsel estimate the Class
17 Area consists of approximately 6,117 Class Properties.

18 **3.15 “Class Settlement Notice”** means the proposed notice of the Settlement
19 Agreement and Fairness Hearing substantially in the form attached as Exhibits 2 (“Long Form
20 Notice” and 3 (“Publication Notice”), or as amended with the Court’s approval.

21 **3.16 “Court”** means the Multnomah County Circuit Court of Oregon.

22 **3.17 “Days”** means calendar days unless otherwise specified. If the day specified for
23 an action falls on a non-business day or an Oregon state holiday, the deadline shall be extended
24 to the next calendar day that is a regular business day.

25 **3.18 “Dwelling”** means any building, structure, or portion thereof which is occupied
26 as, or designed or intended for occupancy as, a residence by one or more families.

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1 **3.19 “Effective Date”** means the day after the expiration of the deadline for appeal,
2 writs, petitions, or motions for rehearing or certiorari regarding the Final Approval Order without
3 the initiation of any such proceeding, or if such proceeding has been initiated, the day after the
4 full and final disposition of any such proceeding including any proceedings in remand and/or
5 subsequent appeal and the Court’s order approving the Settlement Agreement has been affirmed,
6 or any such appeal is dismissed or withdrawn with no further right of appeal.

7 **3.20 “Fairness Hearing”** means the hearing to be scheduled by the Court to consider
8 whether to approve this Settlement Agreement as fair, reasonable, and adequate.

9 **3.21 “Final Approval Order”** means the Court’s order(s) granting final approval to
10 the Settlement and resolving Class Counsel’s application for Attorneys’ Fees and Litigation
11 Expenses, following the Fairness Hearing.

12 **3.22 “ORCP”** means the Oregon Rules of Civil Procedure.

13 **3.23 “PCC”** means Defendants Precision Castparts Corporation and PCC Structural,
14 Inc.

15 **3.24 “Preliminary Approval Hearing”** means the hearing set by the Court to
16 consider preliminarily whether the Settlement Agreement is fair, reasonable, and adequate, such
17 that issuance of the Class Settlement Notice is warranted.

18 **3.25 “Preliminary Approval Order”** means the order entered by the Court at or after
19 the Preliminary Approval Hearing, which preliminarily approves this Settlement Agreement,
20 orders the issuance of the Class Settlement Notice, and schedules the Fairness Hearing.

21 **3.26 “Qualified Settlement Fund” or “QSF”** means one or more bank trust accounts
22 within the meaning of and as defined in Section 468B of the U.S. Internal Revenue Code and in
23 the IRS regulations promulgated thereunder, which shall be established and maintained in
24 accordance with an order or orders of the Court and in a manner consistent with Section 5.6 of
25 this Settlement Agreement.

26 **3.27 “Released Claims,” “Released Plaintiff Claims” and “Released Defendant**
27 **Claims”** are defined in Sections 7.1, 7.2, and 7.3 of the Settlement Agreement, respectively.
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1 **3.28 “Released Persons,” “Released Defendant Persons” and Released Plaintiff**
2 **Persons”** are defined in Sections 7.4, 7.5 and 7.6 of the Settlement Agreement, respectively.

3 **3.29 “Relevant Date”** means February 17, 2016.

4 **3.30 “Remainder Funds”** means any funds leftover in the QSF resulting from
5 uncashed checks or unclaimed Class Member Payments after all Successful Claims have been
6 paid, but not including funds necessary to pay Court-approved account maintenance fees, if any,
7 or taxes.

8 **3.31 “Settlement”** means the settlement provided for in this Agreement.

9 **3.32 “Settlement Agreement” or “Agreement”** means this document in its final,
10 executed form, together with all of its referenced exhibits and appendices, including any
11 subsequent amendments executed by the Parties and any exhibits to such amendments.

12 **3.33 “Settlement Cash Payment”** means \$12,500,000.00.

13 **3.34 “Settlement Class Representative”** means each of Debra Taevs, Brian
14 Resendez, and Rodica Alina Resendez, subject to the Court’s appointment thereof as Settlement
15 Class Representative.

16 **3.35 “Settlement Notice and Administrative Expenses”** mean the fees and expenses
17 incurred by the Settlement Administrator in the performance of its responsibilities (see Section
18 6.2 below), and other person or entities appointed to assist in the management of this Settlement
19 as authorized by the Court.

20 **3.36 “Successful Claim”** means a Claim that meets the criteria set forth in the Class
21 Notice and on the Claim Form, and which the Settlement Administrator determines is eligible for
22 payment.

23 **4. SETTLEMENT CONSIDERATION**

24 Defendants’ consideration for the Settlement, including, without limitation, the Releases
25 described herein, consists of the following:

Exhibit A Page 8 of 54**4.1. Current and Future Consideration.**

4.1.1. Defendants shall deposit the Settlement Cash Payment (\$12,500,000.00) into the Qualified Settlement Fund in accordance with the terms and conditions set forth in Section 5.15.1 below.

4.1.2. Defendants will cause the additional pollution control projects described on Exhibit 5 hereof to be completed at the Large Parts Campus no later than two years after the Effective Date at a cost of approximately \$1,954,500.00 to be borne by Defendants. Also, on or before two years after the Effective Date, Defendants will provide Class Counsel a report confirming the completion of the pollution control projects described in Exhibit 5

4.2. Historical Consideration. The actions of Defendants with respect to pollution control and monitoring described in Recital 2.4 above are acknowledged to be additional consideration for the Settlement. Such actions relate to the emissions at issue in Plaintiffs' complaint and are to be credited towards the total consideration for this settlement. In evaluating the adequacy of the settlement, Plaintiffs and their Counsel took into account such actions; if such actions had not been taken historically, Plaintiffs would have required correspondingly greater consideration be paid and/or additional injunctive relief to be taken by Defendants in connection with the Settlement.

5. QSF ESTABLISHMENT, PAYMENT AND APPLICATION

5.1 Class Counsel will establish the Qualified Settlement Fund ("QSF") provided for in the Preliminary Approval Order within five (5) days of entry of the Preliminary Approval Order and will provide to Defendants written notification of the establishment thereof, including: (1) wire transfer instructions; and (2) instructions for payment by physical check, which shall include the name of the check payee, the federal tax identification number of the check payee, and the address for delivery of the check. Defendants will not bear any of the costs of establishing or maintaining the QSF. The QSF will be established at a major national banking institution such as CitiBank, Wells Fargo, Chase, or Bank of America. The Settlement Cash

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Payment deposited in the QSF may be invested in an interest-bearing deposit account insured by the Federal Deposit Insurance Corporation to the applicable limits. Within five (5) business days of receipt of notification from Class Counsel of the establishment of the QSF, Defendants shall deposit \$90,000 of the Settlement Cash Payment into the QSF to fund Settlement Notice and Administration Expenses. The balance of the Settlement Cash Payment shall be deposited into the QSF by Defendants no later than five (5) business days after the Court enters the Final Approval Order. Any interest accrued in the QSF pending distribution, net of taxes paid thereon, shall inure to the benefit of the Class, except as provided in Section 9 with respect to termination of this Agreement.

5.2 Notice and Administrative Expenses. Promptly following the Preliminary Approval Hearing and on a schedule approved by the Court in the Preliminary Approval Order, Class Counsel, working with the Settlement Administrator, will cause the Class Settlement Notice to be provided, and will cause all additional filings and other actions provided for in the Preliminary Approval Order to be timely completed. Defendant will cooperate reasonably in this process. The expenses of giving such Notice, including the Settlement Administrator's fees associated therewith, shall be paid from the QSF.

5.3 Taxes, Bank Fees and Similar Expenses. Class Counsel may from time to time establish reserves in the QSF to pay taxes owing on interest earned in the QSF, bank fees, wire transfer fees and other similar expenses. QSF funds may be applied to such expenses from time to time.

5.4 Case Contribution Awards. As part of the Final Approval Order, Class Counsel will request, and Defendants will not oppose, Court approval of Case Contribution Awards for the Settlement Class Representatives in the amount of \$7,500 per each Class Representative. Any such payments will be payable from the QSF within ten (10) days after the Effective Date.

5.5 Attorneys' Fees and Litigation Costs.

5.5.1. Class Counsel may submit an application or applications for: (a) an award of attorneys' fees; plus (b) expenses or costs in connection with prosecuting the Action;

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1 plus (c) any interest on such attorneys' fees and expenses at the same rate and for the
2 same periods as earned by the QSF (until paid) as may be awarded by the Court (the "Fee
3 and Expense Application").

4 **5.5.2.** The attorneys' fees and expenses as awarded by the Court shall be paid to
5 Class Counsel from the QSF no later than the later of (i) five (5) business days after the
6 Court enters its order awarding such fees and expenses, or (ii) ten (10) business days after
7 the Court enters the Final Approval Order, notwithstanding the existence of any timely
8 filed objections thereto, or potential for appeal therefrom, or collateral attack on the
9 Settlement or any part hereof.

10 **5.5.3.** In the event that the Effective Date does not occur, or the Final Approval
11 Order is reversed or modified and such reversal or modification becomes Final and not
12 subject to review, and in the event that the Fee and Expense Award has been paid to any
13 extent, then Class Counsel who received any portion of the Fee and Expense Award shall,
14 within ten (10) business days from receiving notice from Defendants' Counsel or from a
15 court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses
16 previously paid to them from the QSF plus interest thereon at the same rate as earned on
17 the QSF in an amount consistent with such reversal or modification. Each such Class
18 Counsel's law firm receiving fees and expenses, as a condition of receiving the Fee and
19 Expense Award, on behalf of itself and each partner and/or shareholder of it, agrees that
20 the law firm and its partners and/or shareholders are subject to the jurisdiction of the
21 Court for the purpose of enforcing this provision, and are each severally liable and
22 responsible for any required repayment.

23 **5.5.4.** Any attorneys' fees and/or expenses awarded by the Court shall be paid
24 solely from the QSF. The Defendants and their Related Parties shall have no
25 responsibility for any payment of attorneys' fees and/or expenses to Class Counsel.

26 **5.6** Payments to Claiming Class Member Households. The balance remaining in the
27 QSF after deductions for the payments described in Sections 5.1 through 5.5, inclusive, shall be
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distributed as soon as reasonably possible after the Effective Date, according to a plan of allocation approved by the Court. Class Counsel will request, and Defendants will not oppose, a plan of allocation substantially as follows:

5.6.1 Each Claiming Class Member Household shall be entitled to submit a Claim Form under penalty of perjury and signed by all members of the Claiming Class Member Household who are eighteen years of age or older as of the date the Claim Form is submitted, certifying:

5.6.1.1 the tax parcel identification number or residential street address of each Class Property in the Class Area owned of record by such Claiming Class Member Household on the Relevant Date, if any, and whether such property was a single family home or a multifamily property (if any such property was owned jointly on the Relevant Date, all co-owners must join in the claim and must submit one Claim Form for such property);

5.6.1.2 if the Claiming Class Member Household resided in the Class Area on the Relevant Date the tax parcel identification number or residential street address of such Class Property, and whether the dwelling was a single family home or a multifamily property; and

5.6.1.3 if the Claiming Class Member owned a multifamily property in the Class Area on the Relevant Date, the number of dwelling units in such property.

5.6.2 One Claim Form total shall be submitted by each Claiming Class Member Household listing each tax parcel identification number or residential street address described in Section 5.6.1.1, and a separate Claim Form should be submitted by each Claiming Class Member Household for any property it identifies pursuant to Section 5.6.1.2. Each Claim Form shall be signed by (i) in the cases of Claim Forms submitted with respect to properties owned by a Claiming Class Member Household, each person who is a holder of record of title to each such property, or (2) in the cases of properties identified pursuant to Section 5.6.1.2 which were not owned by the Claiming Class Member Household, each person identified as tenant or lessee in the lease pertaining to such property. The Claim Form shall identify and certify the full name and current residential address of the Class Member to whom the associated distribution shall be made.

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1 **5.6.3** Each Claiming Class Member Household that submits a Successful Claim
2 shall be entitled to a total number of settlement shares that is: (i) 2 times the number, if
3 any, of single family homes in the Class Area owned on the Relevant Date by such
4 Claiming Class Member; plus (ii) if the Claiming Class Member Household resided in
5 the Class Area on the Relevant Date, (a) 2 if the residence was a single family home, or
6 (b) 1 if the residence was in a multifamily property; plus (iii) if the Claiming Class
7 Member Household owned one or more multifamily properties in the Class Area on the
8 Relevant Date, the lesser of (a) the number of dwelling units in such property, or (b) 20.
9 These settlement shares shall be totaled for each Claiming Class Member Household.

10 **5.6.4** The net QSF shall be distributed to each Claiming Class Member
11 Household *pro rata* in accordance with the total number of settlement shares held by
12 each.

13 **5.7** After accounting for taxes to be paid by the QSF and deducting and accounting
14 for fees required to be paid, any residual amount remaining in the QSF after the payments
15 described above, whether due to uncashed checks (after all reasonable attempts to contact the
16 payee regarding same have been exhausted) or otherwise, shall be distributed according to ORCP
17 32 O. Prior to the submission of the motion seeking final approval of the Settlement, the Parties
18 will identify and agree on a non-profit entity whose work relates directly to the issues being
19 pursued by the Class in the Action, and which should be the recipient of any funds distributed
20 under this paragraph. Class Counsel shall submit the identity of this non-profit and a brief
21 summary of its relevant work to the Court for approval at the Fairness Hearing in connection
22 with a potential future payment to it under ORCP 32 O.

23 **6. SETTLEMENT ADMINISTRATOR AND RESPONSIBILITIES**

24 **6.1** Settlement Administrator. Subject to Court approval, A.B. Data, Ltd. shall serve
25 as the Settlement Administrator. The Parties shall provide the Settlement Administrator with
26 information required by the settlement administrator for the performance of its required tasks and
27 responsibilities. The fees and costs of the Settlement Administrator shall be considered
28

1 Settlement Notice and Administrative Expenses and shall be paid from the QSF pursuant to
2 Section 5.2.

3 **6.2** Responsibilities of Settlement Administrator. The responsibilities of the
4 Settlement Administrator shall include:

5 **6.2.1.** Administering Class Settlement Notice, including updating of the
6 mailing list (including the removal of Opt-outs), the printing and mailing of Class
7 Settlement Notice, skip tracing undelivered Notices, placing publication class
8 notice, maintaining a toll-free number and recording at that number with
9 information for Claimants, and any reasonable “claim stimulation” notice
10 procedures the Settlement Administrator recommends and the Parties approve;

11 **6.2.2.** Reviewing the (blank) Claim Form prepared by Class Counsel;

12 **6.2.3.** Assisting Class Counsel with responding to potential Claimant’s
13 inquiries about the claims process;

14 **6.2.4.** Instituting procedures to detect fraud, identify duplicate claims,
15 and maintain appropriate quality control over the management, evaluation, and
16 payment of Claims;

17 **6.2.5.** Evaluating all Claim Forms in accordance with this Settlement and
18 the plan of allocation described in Section 5.6, including: (i) verifying Claimants’
19 identities, class membership, and eligibility, including verifying that Claimants
20 have not opted out or are not otherwise excluded by the Settlement Agreement
21 from receiving proceeds from the Settlement Cash Payment; (ii) providing
22 notifications to Claimants regarding Claim Form deficiencies and, in response to
23 requests, the status and determination of their claim; (iii) calculating
24 reimbursement payment amounts and allocating any Remainder Funds; and (iv)
25 distributing Class Member payments from the QSF.

26 **6.2.6.** Documenting Settlement Notice and Administrative Expenses for
27 Class Counsel’s authorization;
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7. RELEASE

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domestic or foreign law, rule or regulation, that arise from, relate to, or are in connection with, airborne emissions of any kind from the Large Parts Campus, including, without limitation, claims that: (i) were asserted or could have been asserted by Plaintiffs in the Action, (ii) would have been barred by res judicata or claim preclusion had the Action been fully litigated to a final judgment, (iii) could have been asserted in any forum or proceeding or otherwise by Releasing Plaintiff Persons against the Released Defendant Persons. For the avoidance of doubt, this release specifically includes, but is not limited to, any such claim alleging any form of harm or damage to property or person relating to airborne emissions of any kind from the Large Parts Campus. Releasing Plaintiff Persons further agree to not take any action to oppose the installation of the pollution control equipment described on Exhibit 5, including by challenging any permits for such installation, or to assert that such pollution control equipment is insufficient to comply with current air quality requirements at the Large Parts Campus as of the date of this Agreement. However, nothing contained in this Section 7.2 shall Release or extend to future claims that changes in operations at or emissions from the Large Parts Campus (other than the installation of the pollution control equipment described on Exhibit 5) after the date of this Agreement have resulted in a violation of Defendants' air quality permit.

7.3 "Released Defendant Claims" means all claims that Releasing Defendant Persons ever had, now have or hereafter can, shall, or may have against Releasing Plaintiff Persons for, upon, or by reason of any matter, cause or thing whatsoever as of the date of this Agreement, whether known or unknown, whether arising under federal, state, local, statutory, common law or any other domestic or foreign law, rule or regulation, that arise from, relate to, or are in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Plaintiff Claims. Notwithstanding any other provision hereof, "Released Defendant Claims" shall not include or extend to claims to enforce this Agreement.

7.4 "Released Persons" means collectively the Released Plaintiff Persons and the Released Defendant Persons.

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1 **7.5 “Released Defendant Persons”** means each Defendant, including any parent,
2 affiliate, subsidiary, or division of a Defendant, and each of its owners, shareholders, directors,
3 officers, agents, servants, employees, managers, representatives, predecessors, successors,
4 insurers and assigns.

5 **7.6 “Released Plaintiff Persons”** means each Settlement Class Representative and
6 each Class Member, including to the extent a Class Member is other than a natural person, such
7 Class Member’s parents, subsidiaries, affiliates, officers, directors, agents, representatives,
8 employees, successors, and assigns, and any of their respective partners, managing directors,
9 employees, agents, directors, or officers, each in their respective capacities as such.

10 **7.7 “Releasing Plaintiff Persons”** means each Settlement Class Representative and
11 each Class Member, including to the extent a Class Member is other than a natural person, such
12 Class Member’s parents, subsidiaries, affiliates, officers, directors, agents, representatives,
13 employees, successors, and assigns, and any of their respective partners, managing directors,
14 employees, agents, directors, or officers, each in their respective capacities as such.

15 **7.8 “Releasing Defendant Persons”** means each Defendant and each of its respective
16 parents, subsidiaries, affiliates, officers, directors, agents, representatives, employees, successors
17 and assigns.

8. NO ADMISSION OR WAIVER

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19 **8.1** Nothing in this Agreement shall constitute an admission by any Party with respect
20 to the merit or lack thereof of any claim or defense asserted in the Action, nor shall any Party be
21 deemed by this Agreement to have waived any claim or defense in the event this Agreement is
22 terminated under Section 9. Defendants deny any wrongdoing or liability associated with this
23 Action, and further deny that other than for purposes of settling this Action, any part of this
24 Action is appropriate for class treatment. Defendants also deny all material factual allegations
25 and alleged claims in any Complaint filed in the Action, the class allegations, and all claims for
26 relief. Nothing contained herein constitutes or should be construed as an admission by
27 Defendants of wrongdoing or liability or of the truth of the allegations asserted in the Action, or
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1 that that the Action is properly brought on a class or representative basis. The negotiations,
2 agreements, and assertions herein are for settlement purposes only. Whether or not the Settlement
3 is approved by the Court, and whether or not the Settlement is consummated, the fact and terms of
4 this Settlement, including exhibits, all negotiations, discussions, drafts and proceedings in
5 connection with the Settlement:

6 **8.1.1.** shall not be offered or received against any of the Released
7 Persons as evidence of, or construed as, or deemed to be a presumption,
8 concession, admission or otherwise evidence of any fact alleged by Plaintiffs or
9 the validity of any claim that was or could have been asserted against any of the
10 Released Persons in this Action or in any litigation, in this or any other court,
11 administrative agency, arbitration forum or other tribunal, or of any liability,
12 negligence, fault or other wrongdoing of any kind of any of the Released Persons
13 to Plaintiffs, the Class or anyone else;

14 **8.1.2.** shall not be offered or received against any of the Released
15 Persons as evidence of a presumption, concession or admission of any fault,
16 misrepresentation or omission with respect to any statement or written document
17 approved or made by any of the Released Persons, or against the Released
18 Persons, Plaintiffs or any Settlement Class Member(s) as evidence of any
19 infirmity in the claims or defenses that have been or could have been asserted in
20 the Action; and

21 **8.1.3.** shall not be offered or received against any of the Released
22 Persons, or against the Plaintiffs or any other Settlement Class Member(s), as
23 evidence of a presumption, concession or admission with respect to any liability,
24 negligence, fault or wrongdoing of any kind, or in any way referred to for any
25 other reason or purpose as against any of the Released Persons, in any other civil,
26 criminal or administrative action or proceeding, other than such proceedings as
27 may be necessary to effectuate the provisions of this Settlement Agreement;
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provided, however, that if this Settlement Agreement is approved by the Court, any Released Person may file this Settlement Agreement and/or the Judgment in any action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release and discharge, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9. TERMINATION

9.1 Termination Based on Opt-Outs. Defendants shall have the right in their discretion to terminate and void this Agreement and the Settlement provided for herein if (a) following the distribution of Class Settlement Notice, Claiming Class Member Households associated with more than 5% of the estimated 6,117 Class Properties (i.e., more than 305 opt outs) timely elect to opt out the class, complying with all procedures set forth in the Class Settlement Notice for opting out of the class; and (b) Defendants communicate to Class Counsel in writing a decision to terminate and void this Agreement no later than ten (10) business days after they receive from Class Counsel the information described above in Section 6.3.

9.2 Termination Based on Lack of Court Approval. If the Court declines to grant preliminary or final approval of the Settlement, or if the Final Approval Order is reversed on appeal, the Parties shall meet and confer to evaluate in good faith if the Settlement can be modified and presented to the Court for approval as modified. If the Parties determine not to present a modified Settlement to the Court for approval, or if the Court declines to approve such a modified Settlement, this Agreement and the Settlement shall be terminated and of no effect, and the parties shall revert to their status in the Action as of August 11, 2021.

9.3 Return of QSF Funds Upon Termination. The funds in the QSF, net of Settlement Notice and Administrative Expenses expended in accordance with the terms of this Agreement and net of payments of taxes, shall be returned to Defendants if this Agreement and the Settlement are terminated under Sections 9.1 or 9.2 above.

10. CLOSING OF SETTLEMENT FUND

After the Effective Date, once all timely filed Claims have been processed and payments for Successful Claims and all other amounts provided for in this Agreement to be paid from the QSF have been distributed, the Settlement Administrator shall provide a complete accounting to Class Counsel. Class Counsel shall file thereafter a report with the Court seeking an order confirming that the purpose of the QSF has been fulfilled and authorizing the QSF to be closed. The proposed order shall provide for the proper and timely filing of any final tax reports or returns.

11. TAXES

Plaintiffs understand, and the Class Settlement Notice shall advise each Class Member, that Claimants alone are responsible for any tax consequences resulting from monetary awards they may receive based on the terms of this Settlement, and that neither the Parties, Class Counsel, nor the settlement administrator have any such responsibility or are providing, or have obligation or expertise to provide, advice as to the tax consequences of any payments made to Class Members or Claiming Class Member Households under this Settlement Agreement.

12. MOTIONS FOR PRELIMINARY APPROVAL AND MOTION FOR FINAL APPROVAL, ENTRY OF JUDGMENT

12.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit it to the Court and shall move the Court for preliminary approval of the Settlement reflected herein. A copy of a proposed form of a Preliminary Approval Order, which Class Counsel shall submit to the Court for its approval in connection with a motion for preliminary approval of the Settlement, is attached hereto as Exhibit 6.

12.2 Class Counsel shall include in the Motion for Preliminary Approval a request for the Court to approve a plan of notice (the "Class Notice Program"), which shall include the Class Settlement Notices substantially in the forms attached hereto as Exhibits 2 and 3. Class Counsel will also ask the Court to schedule a hearing on the Settlement's fairness and adequacy (Fairness

Hearing), and to stay the underlying Litigation pending the Court's final ruling approving or denying approval of the Settlement.

12.3 The Parties agree to take all actions and steps reasonably necessary to obtain a Preliminary Approval Order from the Court.

12.4 If the Court enters a Preliminary Approval Order and the Settlement has not otherwise been terminated, then, after the Class Notice Program is implemented and after expiration of the time for Class Members to timely and properly exclude themselves from the Settlement, Class Counsel shall submit to the Court a Motion for Final Approval and Entry of Judgment.

13. NOTICE AND OBJECTIONS

13.1 Form and Publication of Notice

13.1.1 Concurrently with the filing of the Motion for Preliminary Approval, the Parties shall submit for the Court's approval a form of Publication Notice substantially in the form of Exhibit 3 and a Long Form Notice substantially in the form of Exhibit 2. All such notices explaining the terms and conditions of the Settlement Agreement and the Class Members' rights with respect to the Settlement shall be in plain language that is readily understandable.

13.1.2. No later than 14 days after the Court enters a Preliminary Approval Order, the Settlement Administrator, working with Class Counsel as may be necessary, shall begin implementation of the Class Notice Program, including the mailing of the Long Form Notice, publication of the Publication Notice, implementation of a settlement website, and the processing of Class Member Claim Forms as they are received. The date the Settlement Administrator begins mailing the Long Form Notices is the "Notice Date."

13.1.2. Plaintiffs shall propose that the deadline for a Class Member to object to or opt out of the settlement be forty-five (45) calendar days after the Notice Date.

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1 **13.2 Objection to Settlement.** As the Class Settlement Notice will instruct, any Class
2 Member may present written objections, if any, explaining why they believe the Settlement
3 Agreement should not be approved by the Court as fair and adequate. No later than forty-five
4 (45) calendar days after the Notice Date or other date as is ordered by the Court, a Class Member
5 who wishes to object to any aspect of the Settlement Agreement, must mail to the Court, Class
6 Counsel, and Counsel for Defendants a written statement of objection. The statement must
7 include a detailed statement of the objection and the specific reasons for each such objection,
8 including any evidence and legal authority the Class Member wishes to bring to the Court's
9 attention. That written statement must also contain the Class Member's printed name, address,
10 telephone number, and information or documentation establishing the objector's status as a Class
11 Member. If a Class Member retains an attorney to submit an objection on their behalf (which a
12 Class Member may do at their own expense), such attorney must (a) file a notice of appearance
13 with the Court by the date set forth in the Preliminary Approval Order; (b) file a sworn
14 declaration attesting to their representation of the Class Member on whose behalf the objection is
15 being filed; (c) include in that sworn declaration a list of any objections that attorney has filed on
16 behalf of class members in any proposed class settlement in the last five years; and (d) satisfy
17 (on behalf of the Class Member) all substantive requirements for objection described in this
18 Section. Any Class Member (or their authorized representative, including but not limited to their
19 attorney) who wishes to appear in person at the Fairness Hearing must file a written notice of
20 intent to do so with the Court, by the date set forth in the Preliminary Approval Order. Unless the
21 Court directs otherwise, any Class Member who fails to comply with the provisions of this
22 Section will waive and forever forfeit the right to object to the Settlement, to appear and be heard
23 on any such objection at the Fairness Hearing, and/or to appeal from the Court's disposition of
24 the Settlement.

14. FINAL ORDER AND JUDGMENT, DISMISSAL WITH PREJUDICE

25 **14.1 Motions Related to Final Approval.** No later than a date to be set by the Court,
26 and provided the Settlement has not otherwise been terminated as set forth in Section 9, Class
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Counsel shall file, and Defendants shall not oppose, a Motion for Final Approval and for approval of Attorneys' Fees and Litigation Expenses, and Case Contribution Awards for the Class Representatives.

14.2 Final Approval Order. Class Counsel shall seek a final approval order that:

14.2.1 Approves the Settlement as fair, reasonable, and adequate;

14.2.2 Approves the Plan of Allocation;

14.2.3 Finds that the Class Notice Program satisfies the requirements of ORCP 32;

14.2.4 Permanently bars and enjoins Class Members from commencing, asserting, or continuing any of the Released Claims;

14.2.5 Provides for the continuing jurisdiction of the Court to enforce the terms of this Settlement Agreement; and

14.2.6 Incorporates the terms of this Settlement Agreement into the judgment.

15. GENERAL MATTERS

15.1 Binding Effect. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors, transferees, and assigns of Defendants, the Class Representatives, and Class Members.

15.2 Implementation Efforts. The Parties and their respective counsel will cooperate with each other, act in good faith, and use reasonable efforts to effectuate the implementation of the Settlement Agreement. The Parties further agree to make reasonable efforts to ensure the timely and expeditious implementation of the Settlement Agreement and to minimize the costs and expenses incurred herein.

15.3 Entire Agreement. The terms and conditions set forth in this Settlement Agreement and attached exhibits constitute the complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Settlement Agreement, superseding all previous negotiations and understandings, and may not be contradicted by

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evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement Agreement constitutes the complete and exclusive statement of these terms between the Parties hereto and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Settlement Agreement.

15.4 Amendment. This Settlement Agreement may not be modified or amended except in writing signed by counsel for all Parties and if such amendment is made after entry of the Preliminary Approval Order, after approval by the Court.

15.5 Notices. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by email and/or next-day (excluding Saturdays, Sundays, and federal or Oregon state holidays) express delivery service as follows:

If to Defendants, then to:

David Angeli

Colin Hunter

Kristen Tranetzki

Angeli Law Group LLC

121 SW Morrison St., Suite 400

Portland, OR 97204

(503) 222-1552

david@angelilaw.com

colin@angelilaw.com

kristen@angelilaw.com

If to the Class, then to:

Daniel Mensher

Keller Rohrback L.L.P.

1201 Third Avenue, Suite 3200

Seattle, WA 98101

(206) 623-1900; dmensher@kellerrohrback.com

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And to:

Karl G. Anuta

Law Office of Karl G. Anuta, P.C.

735 SW First Avenue, 2nd Floor

Portland, OR 97204
(503) 827-0320; kga@integra.net

15.6 Construction. The Settlement Agreement is the result of a mutual negotiation among the Parties and their counsel and shall not be construed in favor of or against any Party by reason of authorship.

15.7 Offer of Compromise. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, related notes, and correspondence, constitute an offer of compromise and a compromise within the meaning of both Oregon's and the Federal Rules of Evidence.

15.8 Severability. The provisions of this Settlement Agreement are severable. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if the Defendant, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

15.9 Governing Law. This Settlement Agreement and any amendments thereto, and any dispute arising out of or related to this Settlement Agreement, shall be governed by and interpreted according to the Oregon Rules of Civil Procedure and applicable jurisprudence related thereto, and the laws of the State of Oregon, without regard to conflict of law rules.

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15.10 Retention of Jurisdiction. This Court shall have exclusive jurisdiction over the interpretation, effectuation, implementation and enforcement of this Settlement Agreement and any dispute arising out of or related to this Settlement Agreement.

15.11 Waiver. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

15.12 Notice of Breach. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

15.13 Counterparts. This Settlement Agreement may be signed with an electronic or facsimile signature and in counterparts, each of which shall constitute a duplicate original, provided that this Settlement Agreement shall not be complete until it has been signed by everyone for whom a signature line has been provided.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by duly authorized representatives on the dates indicated below.

DocuSigned by:

DEBRA TAEVS
 Plaintiff and Settlement Class Representative

November 15, 2021
 Date

DocuSigned by:

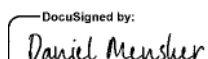
BRIAN RESENDEZ
 Plaintiff and Settlement Class Representative

November 19, 2021
 Date

DocuSigned by:

RODICA ALINA RESENDEZ
 Plaintiff and Settlement Class Representative

November 19, 2021
 Date

DocuSigned by:

KELLER ROHRBACK L.L.P.
 Attorneys for Plaintiffs and the Class
 On Behalf of the Class

November 15, 2021
 Date

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DocuSigned by:

Karl G. Anuta

November 19, 2021

THE LAW OFFICE OF KARL G. ANUTA PC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

Date

DocuSigned by:

Knoll Lowney

November 19, 2021

SMITH & LOWNEY, PLLC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

Date

DocuSigned by:

Brian Knutsen

November 19, 2021

KAMPMEIER & KNUTSEN PLLC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

Date

ANGELI LAW GROUP LLC
Attorneys for Defendants Precision Castparts Corp.
And PCC Structural, Inc.

Date

PRECISION CASTPARTS CORP
Defendant
By:
Its:

Date

PCC STRUCTURALS, INC.
Defendant
By:
Its:

Date

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OverSigned by:
Karl G. Anuta
THE LAW OFFICE OF KARL G. ANUTA PC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

November 19, 2021
Date

OverSigned by:
Smith & Lowney
SMITH & LOWNEY, PLLC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

November 19, 2021
Date

OverSigned by:
Brian Knutsen
KAMPMEIER & KNUTSEN PLLC
Attorneys for Plaintiffs and the Class
On Behalf of the Class

November 19, 2021
Date

[Signature]
ANGELI LAW GROUP LLC
Attorneys for Defendants Precision Castparts Corp.
And PCC Structural, Inc.

12/6/2021
Date

Ruth A. Beyer
PRECISION CASTPARTS CORP
Defendant
By: *Ruth Beyer*
Its: *SVP and General Counsel*

12/1/21
Date

[Signature]
PCC STRUCTURALS, INC.
Defendant
By: *MICHAEL KUIAWA*
Its: *PRESIDENT PCC STRUCTURALS*

12/2/21
Date