

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by, between, and among the named Plaintiffs, Raymond Cavagnaro and Diane Cavagnaro, and Plaintiff, Anthony Alimenti (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class Members, and Defendant Shieldalloy Metallurgical Corporation (“Defendant” or “SMC” and collectively with Plaintiffs, the “Settling Parties”), by and through their respective counsel of record. This Settlement Agreement seeks to settle and resolve Plaintiffs’ alleged damages as a result of establishment of certain groundwater classification exception areas and the Class Members’ regulatory disclosure obligations associated with the inclusion of their respective properties within such classification exception area(s). This Settlement Agreement is conditioned upon and subject to approval of the Court as required by New Jersey Court Rule 4:32-2. The Settling Parties stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the Effective Date, this Action, and the Released Claims shall be finally and fully settled, compromised, dismissed, resolved, and released, on the following terms and conditions:

I. RECITALS

A. On or about June 26, 2024, Raymond Cavagnaro and Diane Cavagnaro initiated the Action by filing a civil class action complaint captioned Raymond Cavagnaro and Diane Cavagnaro v. Shieldalloy Metallurgical Corporation, AMG Critical Materials, N.V. i/p/a AMG Critical Minerals, N.V. (“AMG”), and TRC Companies, Inc. (“TRC”) (SMC, AMG and TRC are collectively referred to herein as the “Defendants”) in the Superior Court of New Jersey, Gloucester County (Law Division) under docket number GLO-L-000816-24 (the “Complaint”).

B. Plaintiffs allege that the Class Members suffered property damages in the form of diminution in property values arising from Class Members' regulatory disclosure obligations associated with the inclusion of their properties within certain groundwater classification exception area(s) proposed and established by TRC in or around 2018 as part of TRC's contractual remediation obligations to SMC.

C. On August 14, 2025, the Settling Parties¹ and their respective counsel jointly participated in a full-day mediation overseen by The Honorable Peter E. Doyne, A.J.S.C. (Ret.), former Assignment Judge of the Superior Court of New Jersey, Bergen County.

D. Following the mediation, and after months of further extensive arms-length negotiations in good faith, and with additional assistance of the mediator, the Settling Parties ultimately reached an agreement in principle to settle and resolve the Action on behalf of themselves and the Settlement Class Members on the terms and conditions embodied in this Settlement Agreement.

E. Class Counsel state that they have performed substantial work in the prosecution of the claims of the Plaintiffs and the Settlement Class Members. Class Counsel also state that they have conducted extensive factual investigation and legal research into the various claims and various defenses asserted in the Action and have engaged in substantial motion practice, including defending against Defendant's motion to dismiss or in the alternative to strike Plaintiffs' class allegations. Class Counsel believe that the proposed settlement of the Action, as set forth herein, is fair, reasonable, and adequate, and in the best interest of the Settlement Class Members, and that this Settlement Agreement should be approved by the Court under New Jersey Court Rule 4:32-2.

¹ TRC declined SMC's request to participate in mediation and settlement negotiations with Plaintiffs.

F. Based upon their review, investigation, and evaluation of the facts and law relating to the matters alleged in the Complaint, Plaintiffs and Class Counsel, on behalf of Plaintiffs and the Settlement Class Members, have agreed to settle this Action pursuant to the provisions of this Settlement Agreement, after considering, among other things: (1) the substantial benefits to the Settlement Class Members under the terms of this Settlement Agreement; (2) the risks, costs, and uncertainty of protracted litigation and potential litigation in bankruptcy court, especially in complex class actions such as this, as well as the difficulties and delays inherent in such litigation; (3) the lack of environmental sampling performed by Plaintiffs demonstrating contamination on or under any of the Class Properties; and (4) the desirability of consummating this Settlement Agreement promptly in order to provide expeditious and effective relief to the Plaintiffs and the Settlement Class Members.

G. Defendant has denied and expressly continues to deny any wrongdoing or liability whatsoever. Defendant disputes the factual, legal, and scientific bases for Plaintiffs' claims against it, and does not admit or concede any fault, wrongdoing, or liability in connection with any allegations or claims that have been asserted against it in the Action or any violation of any law or duty alleged against it in the Action. Defendant denies that Plaintiffs and/or the Settlement Class Members are entitled to any form of damages or other relief against Defendant. Defendant has maintained and continues to maintain that it has meritorious defenses to all causes of action against it alleged in the Action. Defendant has maintained and continues to maintain that certification of a class for litigation purposes based on Plaintiffs' allegations against it would be improper. Defendant is prepared to vigorously defend against the claims alleged against it in the Action and has maintained and continues to maintain that the claims asserted against it in the Action are meritless.

H. After carefully considering the facts and applicable law and the risks, costs, delay, inconvenience, and uncertainty of continued and protracted litigation, and after engaging in extensive, arm's-length negotiations, with the assistance of a mediator, the Settling Parties seek to resolve the Action on the terms stated herein.

I. This Settlement Agreement reflects a compromise by, between, and among the Settling Parties, and shall in no event be construed as or deemed an admission, concession, or contention by any of the Settling Parties of the truth of any of the allegations in the Complaint, or of any fault on the part of Defendant, and all such allegations and claims asserted in the Complaint or released by this Settlement Agreement are expressly denied by Defendant.

II. **DEFINITIONS**

A. As used in this Settlement Agreement, including the exhibits attached hereto, the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means the above-captioned class action Raymond Cavagnaro and Diane Cavagnaro v. Shieldalloy Metallurgical Corporation, et al., GLO-L-000816-24 (Superior Court of New Jersey, Gloucester County – Law Division).

2. "Administrative Costs" means the reasonable costs, fees, and expenses of the Settlement Administrator associated with establishing and maintaining the Settlement Fund Account, providing Notice to the Settlement Class, implementing the Claim Process, and carrying out all other actions and responsibilities required by and consistent with this Settlement Agreement. Administrative Costs shall be paid from the Gross Settlement Fund, subject to Court Approval in the Preliminary Approval Order, and Settlement Payments to Eligible Claimants shall be made in accordance with the Final Approval Order.

3. “Check-Cashing Period” shall have the meaning assigned to it in Section IV.C.3.d of this Settlement Agreement.

4. “Claim For Payment” means a claim for a Settlement Payment submitted by a Settlement Class Member via the submission of a Claim Form pursuant to the procedures set forth in Section IV.C.1 of this Settlement Agreement.

5. “Claim Deadline” means the last day of the Claim Period.

6. “Claim Form” means the document substantially in the form attached as **Exhibit A** to this Settlement Agreement, which shall be used by Settlement Class Members to submit a Claim For Payment pursuant to this Settlement Agreement.

7. “Claim Period” means one hundred and twenty (120) days following the Notice Date.

8. “Claim Process” means the process for submitting, reviewing, and paying Claims For Payment as described in Section IV.C. of this Settlement Agreement.

9. “Claimant” means a Settlement Class Member who submits a Claim Form to the Settlement Administrator pursuant to the procedures set forth in Section IV.C.1 of this Settlement Agreement.

10. “Class Counsel” means Stephen P. DeNittis, James A. Barry, and the law firm of DeNittis Osefchen Prince, P.C.

11. “Class Member” means any Person that/who, as of the Execution Date, owns a Residential Property or Residential Properties located, partially or wholly, within the geographical boundary defined by the following classification exception areas established for groundwater contamination other than perchlorate: (a) the Shieldalloy Metallurgical Corp. OU1 CVOC Classification Exception Area proposed and established by TRC and approved on or about

September 2, 2020 and/or (b) the Shieldalloy Metallurgical Corp. NW TCE PCE Plume Classification Exception Area proposed and established by TRC and approved on or about September 9, 2020 (each a “CEA” and collectively the “CEAs”). A list of all properties located within either CEA (or both CEAs) is attached as **Exhibit B** (the “Class Properties”). Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection (“NJDEP”), and any other department of the State of New Jersey or municipal entity are not Class Members.

12. “Class Property” or “Class Properties” means each and every Residential Property located within either CEA (or both CEAs) identified on **Exhibit B**.

13. “Complaint” means the civil complaint as defined in Section I.A of this Settlement Agreement.

14. “Court” means the Superior Court of New Jersey, Gloucester County (Law Division).

15. “Defendant” or “SMC” means Shieldalloy Metallurgical Corporation.

16. “Defendant’s Counsel” means Phil Cha, Esq., Dana B. Klinges, Esq., Lindsay A. Brown, Esq. and James Hearon, Esq. of the law firm Duane Morris LLP.

17. “Effective Date” means (i) if there are no objectors to final approval of the Settlement, the date of entry of the Final Approval Order; or (ii) if there are any objectors to the final approval of the Settlement, the later of (a) the day following the expiration of the thirty-day deadline for appealing the Final Approval Order, if no appeal is filed, and (b) if any appeal regarding the Final Approval Order is filed, the date upon which such appeal is dismissed or concluded with affirmance of the Final Approval Order and further appellate review of the Final Approval Order has been exhausted.

18. “Eligible Claimant” means a Claimant who has submitted a valid and timely Claim For Payment pursuant to this Settlement Agreement as determined by the Settlement Administrator. To be timely, a Claim For Payment must be submitted on or before the Claim Deadline.

19. “Exclusion Deadline” shall have the meaning assigned to it in Section IX.A of this Settlement Agreement.

20. “Execution Date” means the date on which the last of the signatories for the Settling Parties provides its signature on this Settlement Agreement.

21. “Final Approval Hearing” means the hearing set by the Court under New Jersey Court Rule 4:32-1, *et seq.*, at or after which the Court shall make a final decision regarding whether to finally approve the Settlement as fair, reasonable, and adequate, and to enter the Final Approval Order.

22. “Final Approval Order” means the Court’s Order, the proposed form of which has been agreed to by the Settling Parties and attached hereto as **Exhibit C**, finally approving the Settlement, as described in Section XI.A herein.

23. “Gross Settlement Fund” means the Settlement Amount plus any interest that accrues in the Settlement Fund Account.

24. “Net Settlement Fund” means the Gross Settlement Fund minus Administrative Costs, service awards to Plaintiffs, and payment of attorneys’ fees and reimbursement of costs and expenses for Class Counsel.

25. “Notice” means the notice of the proposed Settlement set forth in Section VI of this Settlement Agreement. The Notice shall be substantially in the form attached hereto as **Exhibit D**.

26. “Notice Date” means thirty (30) days following the entry of the Preliminary Approval Order.

27. “Notice Plan” means the plan for providing notice of the Settlement to the Settlement Class, as approved by the Court in its Preliminary Approval Order.

28. “Objection Deadline” shall have the meaning assigned to it in Section X.A of this Settlement Agreement.

29. “Payment Date” shall have the meaning assigned to it in Section IV.C.3.d of this Settlement Agreement.

30. “Payment List” shall have the meaning assigned to it in Section IV.C.3.c of this Settlement Agreement.

31. “Person,” whether in the singular or plural, means a natural person, guardian, corporation, professional corporation, association, limited liability company, limited company, partnership, limited partnership, joint venture, affiliate, joint-stock company, estate, legal representative, trust, proprietorship, any other type of private entity, and their respective spouses, heirs, predecessors, successors, executors, administrators, representatives, and assigns.

32. “Plaintiffs” means Raymond Cavagnaro, Diane Cavagnaro and Anthony Alimenti, on behalf of themselves and the Settlement Class.

33. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the Settlement, and that is substantially in the form attached as **Exhibit E** to this Settlement Agreement.

34. “Release” means the release and covenant not to sue set forth in Section VII of this Settlement Agreement.

35. “Released Claims” shall have the meaning assigned to it in Section VII.A.1 of this Settlement Agreement.

36. “Released Parties” means Defendants Shieldalloy Metallurgical Corporation, AMG Critical Materials N.V., and TRC Companies, Inc. and each of their past, present, and/or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent), counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, direct or indirect corporate parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, joint ventures, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity.

37. “Releasing Parties” means Plaintiffs and the Settlement Class Members that/who do not otherwise timely submit a valid request for exclusion from the Settlement Class, each of their respective heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, corporate parents, subsidiaries, affiliates, directors, managers, partners, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, tenants, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing. Releasing Parties does not include government entities, including,

without limitation, the United States, State of New Jersey, the NJDEP, and any other department of the State of New Jersey.

38. “Residential Property” means those properties assigned a Class 2, 3A, or 15F property classification for tax purposes, as defined in N.J. Admin. Code § 18:12-2.2, provided that the tax records for Class 3A or 15F properties indicate a single family dwelling or a dwelling designed for use and enjoyment of not more than four families is present on the property.

39. “Residual Funds” means any funds that remain in the Settlement Fund Account after payment of funds to all Eligible Claimants, all Administrative Costs, court-approved Class Counsel attorneys’ fees and costs, and court-approved service awards in accordance with this Settlement Agreement, but shall not include Undeposited Settlement Payments.

40. “Settlement Administrator” means the entity or person selected to implement the Notice Plan and administer the Settlement Agreement as set forth in this Settlement Agreement. The Settlement Administrator shall be agreed to by the Parties and is subject to Court approval.

41. “Settlement Agreement” means this settlement agreement and the exhibits attached hereto, settling and resolving the Action.

42. “Settlement Amount” means the One Million, Three Hundred Twenty-Five Thousand Dollars (\$1,325,000.00) to be paid by or on behalf of Defendant into the Settlement Fund Account.

43. “Settlement Class” means all Persons that/who, as of the Execution Date, own one or more Class Properties. Government entities, including, without limitation, the United States, State of New Jersey, the NJDEP, and any other department of the State of New Jersey or municipal entity are excluded from the Settlement Class. Also excluded from the Settlement Class

are those Persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court's Preliminary Approval Order.

44. "Settlement Class Members" means each and every member of the Settlement Class.

45. "Settlement Class Representatives" means Raymond Cavagnaro, Diane Cavagnaro and Anthony Alimenti.

46. "Settlement Fund Account" means the escrow account established and maintained by the Settlement Administrator for purposes of receiving, holding and disbursing the Gross Settlement Fund.

47. "Settlement Payee List" shall have the meaning assigned to it in Section IV.C.3.a of this Settlement Agreement.

48. "Settlement Payment" shall have the meaning assigned to it in Section IV.C.2 of this Settlement Agreement.

49. "Settlement Website" means the Internet website established and maintained by the Settlement Administrator as part of the administration of this Settlement, at the URL www.VinelandShieldalloyLitigation.com.

50. "Settling Parties" means Plaintiffs and Defendant Shieldalloy Metallurgical Corporation, collectively.

51. "Toll-Free Number" shall have the meaning assigned to it in Section VI.C of this Settlement Agreement.

52. "Undeposited Settlement Payments" means any Settlement Payment funds remaining in the Settlement Fund Account one year after the Payment Date for checks that were

successfully delivered but not timely deposited and/or checks or electronic payments deemed undeliverable by the Settlement Administrator.

53. “Website Notice” means the notice of the terms of the proposed Settlement that shall be provided in the manner contemplated by Section VI.B herein and that shall appear on the Settlement Website. The Website Notice shall be agreed to by the Settling Parties.

54. “Well Restriction Area” means the geographical area identified by the City of Vineland Ordinance No. 86-67.

B. When a capitalized singular form of a plural defined term is used, it refers to any one of the defined terms. When a capitalized plural form of a singular defined term is used, it refers to one or more of the defined terms.

III. CERTIFICATION OF THE SETTLEMENT CLASS

A. Only for the purposes of the Settlement Agreement and the proceedings contemplated herein for effectuating the Settlement Agreement, Plaintiffs shall move for certification of a class consisting of the Settlement Class Members pursuant to New Jersey Court Rule 4:32-2, and Defendant shall not oppose the aforementioned certification.

B. Only for the purposes of the Settlement Agreement, Plaintiffs shall move for the appointment of Settlement Class Representatives and for the appointment of Class Counsel, and Defendant shall not oppose the aforementioned appointments.

C. If the Effective Date does not occur for any reason, certification of a class consisting of the Settlement Class Members shall be vacated and deemed void; this Settlement Agreement shall be vacated and deemed void; the Plaintiffs and Class Counsel shall cause the Settlement Amount paid by Defendant to be immediately returned to Defendant; nothing related to the Settlement or its negotiations shall be admissible in connection with a contested class certification

motion or otherwise in the Action or any other proceeding in any forum; and each Party shall retain all of its respective rights, claims, and defenses, as they existed prior to execution of this Settlement Agreement.

IV. SETTLEMENT RELIEF

A. Settlement Fund. In consideration for the complete and final settlement of this Action, the Release, and other promises and covenants set forth in this Settlement Agreement, and subject to the other terms and conditions herein, Defendant will pay the Settlement Amount into the Settlement Fund Account pursuant to Section IV.B.1. The Settlement Amount will be paid by or on behalf of Defendant and will be used solely for the following purposes: payment of all Settlement Payments to the Settlement Class Members as set forth in Section IV.C.2 of this Settlement Agreement; payment of Administrative Costs; payment of attorneys' fees and costs for Class Counsel awarded by the Court; and payment of service awards for Plaintiffs awarded by the Court. Under no circumstance shall Defendant be required to pay any amounts in excess of or in addition to the Settlement Amount.

B. Establishment and Funding of the Settlement Fund Account.

1. Within thirty (30) days after the date of entry of the Preliminary Approval Order, Defendant will cause the Settlement Amount to be wired into the Settlement Fund Account.

2. The Settlement Fund Account shall be established and administered by the Settlement Administrator with approval of the Court and shall meet the requirements applicable to a Qualified Settlement Fund pursuant to Treasury Regulations Section 1.468B-1 *et seq.* If the Settlement Fund Account has not been approved by the Court and established by the deadline for payment of the Settlement Amount specified herein, Defendant shall not be obligated to pay the

Settlement Amount until ten (10) business days after the Settlement Fund Account is approved by the Court and established by the Settlement Administrator.

3. Any interest earned on monies in the Settlement Fund Account shall compound within the Settlement Fund Account and shall become part of the Gross Settlement Fund. Any taxes, fees, costs or expenses associated with the Settlement Fund Account or the Gross Settlement Fund shall be paid out of the Settlement Fund Account.

4. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel shall have no liability or responsibility for any taxes, fees, costs or expenses associated with the Settlement Fund Account or the Gross Settlement Fund, provided however Class Counsel, Plaintiffs and Eligible Class Members shall be responsible for any taxes, fees, costs or expenses associated with any payment received by them under this Settlement Agreement. The Settlement Administrator shall file all informational and other tax returns necessary or advisable with respect to the Gross Settlement Fund (including the returns described in Treasury Regulations Section 1.463B-2(k)).

5. Payment of the Settlement Amount shall constitute Defendant's sole monetary obligation under the Settlement Agreement, and under no circumstance shall Defendant be required to pay anything more than the Settlement Amount related to this Settlement Agreement.

6. The Settling Parties and their counsel make no representations to Settlement Class Members or anyone else concerning any tax consequences or tax treatment of any allocation or distribution of funds from the Gross Settlement Fund or Net Settlement Fund.

7. The Settling Parties and their counsel shall have no liability to Settlement Class Members or anyone else related to the allocation or distribution of the Gross Settlement Fund or Net Settlement Fund. In no event shall the Settling Parties or their counsel have any liability for

the administration of the Gross Settlement Fund or Net Settlement Fund by the Settlement Administrator or for acts or omissions of the Settlement Administrator.

C. Distribution of Net Settlement Fund to the Eligible Claimants. Pursuant to the terms set forth in this Settlement Agreement, including the terms regarding the disbursement of Undeposited Settlement Payments, the Net Settlement Fund shall be distributed to the Eligible Claimants, and pursuant to Section IV.C.4, any Residual Funds shall be donated to a charitable or not-for-profit organization mutually agreed upon by Class Counsel and Defendant's Counsel and approved by the Court.

1. Claim Process.

a. Each Settlement Class Member is eligible to submit a Claim For Payment. A Settlement Class Member may submit a Claim For Payment by submitting a completed Claim Form on or before the Claim Deadline. The Claim Form shall require the Claimant to acknowledge and agree to comply with the obligations of New Jersey law to disclose to any purchaser of the Class Property the existence of any then-existing CEA, which disclosure Plaintiffs allege negatively impacts property values, prior to transferring the Class Property to the purchaser and to identify and list the existence of any then-existing CEA affecting such property on any property condition disclosure statement required by N.J.A.C. 13:45A-29.1. The Claim Form shall be substantially in the form attached as **Exhibit A** to this Settlement Agreement. Claim Forms may be submitted electronically via the Settlement Website or by mail. For Claim Forms submitted by mail, the Claim Form shall be considered timely if postmarked on or before the Claim Deadline. The Notice shall identify both the Claim Deadline and the webpage address through which Claim Forms may be submitted electronically, and the Notice shall include unique personal identification numbers to facilitate the submission of Claims. The Notice shall also include a

hyperlink to the webpage address on the Settlement Website, where Claim Forms may be submitted electronically.

b. The Settlement Administrator shall review and process Claims For Payment. The Settlement Administrator shall promptly process and make eligibility determinations regarding all Claim Forms as they are received.

c. Eligible Claimants shall be issued Settlement Payments as described further herein. Only one Claim For Payment may be submitted by each Settlement Class Member.

d. Class Members that/who timely and validly request exclusion from the Settlement Class may not submit a Claim For Payment and shall not be eligible for a Settlement Payment. Only Settlement Class Members shall be eligible to submit a Claim For Payment.

e. The Settlement Administrator shall conduct reasonable audit(s) to ensure the integrity of the Claim Process, including that appropriate controls are in place to prevent fraud. If any fraud is detected or reasonably suspected, the Settlement Administrator may request further information from the Claimant or deny the Claim For Payment subject to the ultimate oversight of the Settling Parties and the Court. The Settlement Administrator will immediately notify and provide all details to Class Counsel and Defendant's Counsel if it suspects any person of committing fraud or impropriety related to the Claims Process at any time, so that the Settling Parties can meet and confer and advise the Settlement Administrator, and the Court, if necessary, concerning any response to be taken.

f. Beginning no later than two (2) weeks following the Notice Date and continuing until the processing of Claims For Payment is completed, the Settlement Administrator shall provide weekly written updates to Class Counsel and Defendant's Counsel

regarding Claims For Payment submissions and regarding its review and processing of Claims For Payment.

2. Settlement Payment. Payments to Eligible Claimants (“Settlement Payments”) shall be allocated and calculated as follows:

a. A payment of \$300 shall be allocated from the Net Settlement Fund to each Class Property located inside the Well Restriction Area and shall be paid to each Eligible Claimant that, as of the Execution Date, owns such Class Property pursuant to Sections IV.C.2.c. below.

b. A payment equal to no more than 7% of the 2025 tax assessed value of each Class Property² located outside the Well Restriction Area shall be allocated from the Net Settlement Fund to such Class Property and shall be paid to each Eligible Claimant that, as of the Execution Date, owns such Class Property pursuant to Section IV.C.2.c. below.

c. The Settlement Administrator shall first allocate Settlement Payments from the Net Settlement Fund to each Class Property located inside the Well Restriction Area. The Settlement Administrator shall then allocate the remaining funds in the Net Settlement Fund pro rata to each Class Property located outside the Well Restriction Area in an amount not to exceed 7% of the 2025 tax assessed value of each such Class Property. The amount of Settlement Payment allocated to each Class Property located outside the Well Restriction Area will depend on the number of Eligible Claimants and the funds remaining in the Net Settlement Fund after

² As indicated for the 2025 tax year per the online tax records available at https://taxrecords-nj.com/pub/cgi/prc6.cgi?district=0801&ms_user=ctb08 (Gloucester County addresses); and https://tax1.co.monmouth.nj.us/cgi-bin/prc6.cgi?&ms_user=ctb06&passwd=&srch_type=0&adv=0&out_type=0&district=0610 (Cumberland County addresses).

Settlement Payments have been allocated to Class Properties located inside the Well Restriction Area.

d. If there is only one Eligible Claimant for a Class Property, the Eligible Claimant shall be paid the full amount of funds allocated for that Class Property. If there is more than one Eligible Claimant for a Class Property, the amount of funds allocated for that Class Property shall be equally divided and equally paid to the Eligible Claimants for that Class Property.

e. A Claim Form may only be submitted by a Class Member identified in property tax records as the owner of the Class Property for which the Claim Form is submitted, as of the Execution Date.

f. Each Eligible Claimant will be issued a Settlement Payment in accordance with Section IV.C.2. The Settlement Administrator shall determine the validity of all Claimants, Claims For Payment, and Claim Forms, and shall calculate the Settlement Payment for each Eligible Claimant pursuant to this Settlement Agreement.

3. Creation of Payment List and Distribution of Settlement Payments

a. The Settlement Payee List. By no later than seven (7) days following the Effective Date or the Claim Deadline, whichever last occurs, the Settlement Administrator—using the class data, the timely and valid requests for exclusion from the Settlement Class, and the timely and valid Claims For Payment submitted—shall provide to Class Counsel and Defendant’s Counsel a list that includes, for each Eligible Claimant: a unique identifying number; the name of the Eligible Claimant; the Eligible Claimant’s last known mailing address; and the Class Property (hereinafter “Settlement Payee List”).

b. Determination of Net Settlement Fund. By no later than twenty-eight (28) days following the Effective Date or the Claim Deadline, whichever last occurs, the Settlement Administrator shall determine the amount of the Net Settlement Fund by deducting from the Gross Settlement Fund: (i) the amount of any Court-approved attorneys' fees and costs award for Class Counsel; (ii) the amount of any Court-approved service awards for the Settlement Class Representatives; and (iii) the Administrative Costs (including both costs already incurred and an estimate of future costs necessary to effectuate this Settlement Agreement). By the same date, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel of the amount of the Net Settlement Fund.

c. The Payment List. By no later than twenty-eight (28) days following the later of the Effective Date or Claim Deadline, the Settlement Administrator shall create and provide to Class Counsel and Defendant's Counsel a "Payment List," as a supplement to the Settlement Payee List, that includes all of the information on the Settlement Payee List and adds the Settlement Payment amount and the method of payment (i.e. whether by check or electronic payment, as elected by the Eligible Claimant) for each Eligible Claimant, as calculated pursuant to Section IV.C.2 herein.

d. Payments To Eligible Claimants. By no later than seventy-five (75) days following the later of the Effective Date or Claim Deadline (the "Payment Date"), the Settlement Administrator shall mail checks via first class U.S. Mail postage pre-paid, or provide an electronic payment, at the Eligible Claimant's election, to each Eligible Claimant on the Payment List, drawn from the Net Settlement Fund in the Settlement Fund Account in the Settlement Payment amount indicated for each Eligible Claimant on the Payment List. Settlement Payment checks or electronic payments, as applicable, shall be made payable to the Eligible Claimants as

indicated on the Payment List. Settlement Payment checks shall be sent to the mailing addresses indicated in the Payment List, and Settlement Payments made electronically shall be sent to the payment account indicated in the Payment List. The mailed Settlement Payment checks to Eligible Claimants shall be valid for a period of one hundred and eighty (180) days from date of issue (“Check-Cashing Period”).

e. Undeliverable Settlement Payment Checks. For any mailed Settlement Payment checks that are returned as undeliverable with forwarding address information, the Settlement Administrator shall re-mail the check to the new address indicated. For any mailed Settlement Payment checks that are returned as undeliverable without forwarding address information, the Settlement Administrator shall conduct an industry standard “skip trace” to identify updated address information and re-mail checks to the extent an updated address is identified.

4. Residual Funds. Within 60 days after the Payment Date, pursuant to the Cy Pres Doctrine, Class Counsel and Defendant’s Counsel shall notify the Administrator to direct all Residual Funds to a charitable or not-for-profit organization(s) mutually agreed upon by Class Counsel and Defendant’s Counsel and approved by the Court. The Administrator, within 10 days of receiving the above-described notification, shall, on behalf of the Defendant, make payment in the amount of the Residual Funds to such charitable or not-for-profit organization(s). Any tax credit, tax deduction, tax benefit, or other tax treatment available from making a charitable donation to such charitable or not-for-profit organization(s) shall inure solely to the Defendant’s benefit.

5. Undeposited Settlement Amounts. Any Undeposited Settlement Payments shall be treated as unclaimed property of the corresponding Claimant(s), subject to applicable New

Jersey unclaimed property procedures. Any Administrative Costs of the Settlement Administrator in connection with the distribution of Undeposited Settlement Payments pursuant to Section IV.C.5 shall be paid from the Undeposited Settlement Payments, shall not increase Defendant's contribution to the Gross Settlement Fund, shall not reduce the Residual Funds, shall not change any obligation of Defendant under this Settlement Agreement, and shall reduce *pro rata* the respective unclaimed property amounts for the Eligible Claimants with undeposited or undeliverable Settlement Payment checks or electronic payments.

V. THE SETTLEMENT ADMINISTRATOR

A. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Settlement Agreement, shall include:

1. Providing Notice to Class Members as set forth in this Settlement Agreement;
2. Receiving, validating and processing Claims For Payment and making payments to Eligible Claimants pursuant to the Claim Process described in this Settlement Agreement, and providing updates to Class Counsel and Defendant's Counsel regarding the Claims For Payment and Claim Process, as provided in this Settlement Agreement;
3. Establishing and maintaining the Settlement Website;
4. Establishing and maintaining the Toll-Free Number;
5. Responding to inquiries from Class Members;
6. Keeping a clear and careful record of all communications with Class Members and all administration expenses;
7. Establishing and maintaining a post office box, or other address, for requests for exclusion, objections, and other correspondence from Class Members;

8. Establishing and maintaining an email address for correspondence from Class Members;
9. Processing and determining the timeliness and validity of any requests for exclusion by Class Members;
10. Receiving any objections mailed by Class Members to the Settlement Administrator;
11. Timely providing copies to Class Counsel and Defendant's Counsel of all requests for exclusion, objections, and other correspondence received from Class Members;
12. Providing interim reports to Class Counsel and Defendant's Counsel on request from Class Counsel and Defendant's Counsel;
13. Within ten (10) days after the Exclusion Deadline (as defined in Section IX.A herein), providing a written report to Class Counsel and Defendant's Counsel summarizing the number of requests for exclusion received, the names and addresses of Class Members who submitted a request for exclusion, and any other pertinent information requested by Class Counsel or Defendant's Counsel;
14. In advance of the Final Approval Hearing, preparing an affidavit, to submit to the Court, affirming its compliance with the Notice and settlement administration provisions of this Settlement Agreement, and identifying any Class Members who submitted timely and valid requests for exclusion;
15. Preparing and providing the Settlement Payee List and Payment List as provided in this Settlement Agreement;

16. Processing and transmitting distribution of funds from the Gross Settlement Fund and Net Settlement Fund from the Settlement Fund Account as provided in this Settlement Agreement;

17. Paying any Administrative Costs, including invoices, expenses, taxes, fees, and other costs associated with administration of this Settlement Agreement as contemplated by this Settlement Agreement or required by law; and

18. To the extent not identified above, performing any other settlement administration-related functions reasonably necessary to effectuate the Settlement Agreement, with the consent of both Class Counsel and Defendant's Counsel, or as approved by the Court.

B. Appropriately Handling Personal Information. The Settlement Administrator will (1) use personal information acquired in connection with the Settlement Agreement solely for purposes of administering the Settlement Agreement and evaluating and paying Claims For Payment under this Settlement Agreement; (2) assign a manager to oversee the protection and appropriate management of personal information and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement; (3) take security measures to prevent unauthorized access to personal information and the loss, destruction, theft, falsification, and leakage of personal information; (4) if outsourcing the handling of personal information, determine that such handlers take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for any other purposes; (5) respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information; and (6) within one hundred and twenty (120) days after the completion of its duties under this Settlement Agreement, and in compliance with applicable retention law, destroy all personal

information obtained in connection with this Settlement Agreement in a manner that prevents such information from being obtained by unauthorized persons.

VI. NOTICE PLAN

A. Mail Notice.

1. By no later than the Notice Date, the Settlement Administrator shall mail the Notice to each owner, as of the Execution Date, of the Class Properties listed in **Exhibit B** via first class U.S. mail, postage pre-paid.

B. Settlement Website. By no later than one (1) day before the Notice Date, the Settlement Administrator shall establish and maintain an Internet website, at the URL www.VinelandShieldalloyLitigation.com (“Settlement Website”) where Class Members can obtain further information about the terms of the Settlement Agreement, their rights, important dates and deadlines, and related information. The Settlement Website shall include the Notice substantially in the form attached as **Exhibit D** to this Settlement Agreement. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, objecting to the Settlement Agreement, and requesting exclusion from the Settlement Class, and the dates and locations of relevant Court proceedings, including the Final Approval Hearing; (ii) the Toll-Free Phone Number for obtaining information about the Settlement Agreement; (iii) copies of the Settlement Agreement, the Claim Form, the operative Complaint in this Action, the Preliminary Approval Order entered by the Court, Class Counsel’s fee and cost application (after it is filed), and other relevant Court documents as agreed upon by the Settling Parties and/or required by the Court; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically on the Settlement Website. The

Settlement Website shall remain operational until at least sixty (60) days after the conclusion of the Check-Cashing Period, or such other later date as the Settling Parties may agree.

Should any Class Members contact Defendant or Defendant's Counsel regarding the Notice, Defendant or Defendant's Counsel should be prepared to direct such Class Members to the Settlement Website.

C. Toll-Free Number. The Settlement Administrator shall establish and maintain a toll-free telephone number ("Toll-Free Number") which will provide Class Members with information about the Settlement Agreement and their rights and will direct them to the Settlement Website. The Toll-Free Number shall be operational by no later than one (1) day before the Notice Date, and it shall remain operational until at least sixty (60) days after the conclusion of the Check-Cashing Period, or such other later date as the Settling Parties may agree. The Toll-Free Number will not utilize a human operator, but rather will provide automated responses containing information about the Settlement Agreement.

D. Administrative Costs Incurred Prior to Final Approval Order. Prior to entry of the Final Approval Order, a portion of the Gross Settlement Fund not to exceed \$30,000.00 will be used to pay Notice costs and other reasonable fees and expenses of the Settlement Administrator, regardless of whether the Effective Date occurs. These amounts shall not be repaid to Defendant even if the Effective Date does not occur.

VII. RELEASE, COVENANT NOT TO SUE, AND OTHER COVENANTS

A. The Settling Parties agree to the following release and waiver of the Released Claims, as defined herein, and covenant not to sue, which shall take effect upon the Effective Date and be binding on all Releasing Parties.

1. In consideration of and for the good and sufficient consideration, promises and covenants described in this Settlement Agreement, including Defendant's payment of the Settlement Amount, the Releasing Parties expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive and discharge the Released Parties, to the fullest extent that the law permits their release, waiver and discharge, for, of and from any and all manner of past, present, and/or future claims, causes of action, cross-claims, counter-claims, charges, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, remedies, and/or liabilities, under any legal or factual theory, whether class or individual, in law or in equity, or arising under domestic or foreign law, constitution, statute, regulation, ordinance, contract, or otherwise in nature, for any and all fees, costs, penalties, fines, debts, expenses, attorneys' fees, damages (including but not limited to compensatory damages, economic damages, property damages, diminution in value damages, stigma damages, loss of use damages, loss of enjoyment damages, consequential damages, incidental damages, ancillary damages, statutory damages, exemplary damages, punitive damages, special damages, multiple damages, treble damages, restitution damages, and/or disgorgement damages), biomonitoring or medical monitoring, declaratory or injunctive relief, equitable relief, whenever or however incurred, and liabilities of any nature or kind whatsoever (including joint and several liability and strict liability), known or unknown, suspected or unsuspected, matured or unmatured, accrued or unaccrued, asserted or unasserted, arising from, concerning, or relating in any way to: (i) any conduct, act, event, omission, fact, legal or equitable theory alleged or that could have been alleged in the Action; (ii) any release, discharge, leak, spill, emission and/or dumping of any hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) at, on, under, above, from, and/or migrating from any property, parcel, building, plant, structure, business,

action, omission, conduct and/or operation at, on, under, about, adjacent to and/or near 35 South West Boulevard, Newfield, New Jersey 08344, also known or referred to as Block 1002, Lots 1, 4, and 18 on the tax map of the Borough of Newfield, Gloucester County, New Jersey and Block 502, Lots 1 and 2 and Block 505, Lot 23 on the tax map of the City of Vineland, Cumberland County, New Jersey (“SMC Property”); (iii) any existing or projected hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) on, at, touching, under, above, within and/or affecting the CEAs, any future classification exception area, Settlement Class and/or the Class Properties; and (iv) the investigation, remediation, and/or cleanup (including delineation, proposal and establishment of institutional controls such as a classification exception area or a well restriction area) of, for and/or related to any existing or projected hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) on, at, migrating from, migrating to, touching, under, above, within and/or affecting the SMC Property, the CEAs, any future classification exception area, and/or any and all of the Class Properties (the “Released Claims”). To avoid any doubt, the only claims and/or liabilities that are not Released Claims are personal injury claims for damages by the Releasing Parties concerning or relating to alleged human exposure to contamination from the SMC Property and are expressly excluded from this Release. The Released Parties expressly reserve all rights, arguments, remedies, objections, and defenses available under, based on, or as a result of, any fact, finding, law, statute, regulation, judicial or administrative order, plan of reorganization, bankruptcy plan, and/or bankruptcy discharge, related to or against any claims, demands and/or liabilities, including for personal injury, asserted or that may be asserted by Releasing Parties.

2. The Releasing Parties covenant not to sue and shall forever refrain from instituting, maintaining, prosecuting, pursuing, seeking or continuing any claim, suit, action, demand, arbitration or other proceeding against any of the Released Parties with respect to the Released Claims.

3. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to the Action and any of the Released Claims, and the Released Parties shall not be subject to liability, responsibility, damages, or expense of any kind with respect to any of the Released Claims other than as expressly set forth in this Settlement Agreement.

4. This Settlement Agreement is, and may be pleaded as, a full and complete defense to, and may be used as the basis for an injunction against, any claim, action, suit, demand, arbitration, or other proceeding by any of the Releasing Parties (i) that may be instituted, prosecuted, pursued, sought or attempted in breach of or contrary to this Settlement Agreement, or (ii) that asserts any of the Released Claims against any of the Released Parties. The Releasing Parties agree and acknowledge that while the Settlement Agreement is a complete defense to any action or proceeding brought by the Releasing Parties in breach of or contrary to this Settlement Agreement, it is not the exclusive defense or remedy available to the Released Parties in such an action or proceeding.

B. Waiver of Statutory Rights: To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 28-1-1602 of the Montana Code, which provides:

A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 9-13-02 of the North Dakota Century Code, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

To the extent the laws apply, the Releasing Parties expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 28-1-1602 of the Montana Code, Section 9-13-02 of the North Dakota Century Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other states, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and

forever release, waive, compromise, settle, and discharge all of the Released Claims against the Released Parties. The Release in this Section VII thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

C. Until such time as the CEAs are removed, withdrawn or discharged, any Releasing Party that attempts to convey a Class Property to a third party shall disclose the existence of the CEAs (as applicable) to such third party prior to the transfer of the Class Property.

D. Nothing in this Release shall preclude any action to enforce the terms of this Settlement Agreement.

VIII. PRELIMINARY SETTLEMENT APPROVAL

A. Preliminary Approval. Within twenty-one (21) days after the execution date of this Settlement Agreement, Class Counsel shall move the Court in this Action for entry of a Preliminary Approval Order in the form of **Exhibit E** to this Settlement Agreement, for the purposes of, among other things: (1) preliminarily approving the Settlement Agreement; (2) finding that the requirements for provisional certification of the Settlement Class have been satisfied; (3) certifying the Settlement Class as defined herein for settlement purposes only; (4) setting a date for a Final Approval Hearing; (5) approving the proposed Notice program described in Section VI herein (including the proposed forms and methods of notice), and directing dissemination of Notice to the Settlement Class in accordance with the terms of this Settlement Agreement; (6) determining that the Notice program, as set forth in this Settlement Agreement, complies with all legal requirements, including but not limited to the Due Process Clause of the United States Constitution; (7) approving the Claim Process, and directing that the Claim Process be implemented pursuant to the terms of this Settlement Agreement; (8) providing that any objections by any Settlement Class Member to the entry of the Final Approval Order, or to Class

Counsel's request for attorneys' fees, costs, or service awards, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline specified in the Notice and Preliminary Approval Order, such objector complies with the requirements for objections set forth in Section X of this Settlement Agreement; (9) establishing dates by which Class Counsel shall file and serve all papers in support of final approval of the Settlement Agreement and in support of their application for attorneys' fees, costs, and service awards, and by which the Settling Parties shall file and serve all papers in response to any objections; (10) providing that all Settlement Class Members will be bound by the Final Approval Order; (11) approving the procedure for Class Members to request exclusion from the Settlement Class described in Section IX, and directing that requests for exclusion be submitted pursuant to the terms of this Settlement Agreement by the Exclusion Deadline; (12) directing the Settling Parties, pursuant to the terms and conditions of this Settlement Agreement, to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; (13) setting deadlines consistent with this Settlement Agreement for dissemination of Notice, requesting exclusion from the Settlement Class, and objecting to the Settlement Agreement; (14) appointing the Settlement Class Representatives and Class Counsel; (15) approving the appointment of the Settlement Administrator; (16) staying further proceedings in this Action, other than proceedings necessary to carry out and enforce the terms of the Settlement Agreement and prosecute the Defendant's crossclaims against TRC; and (17) enjoining Class Members, pending a ruling on the motion for final approval, from instituting, maintaining, prosecuting, continuing, or otherwise asserting any Released Claim without regard for any pending requests for exclusion. Class Counsel shall provide to Defendant's Counsel a copy of the motion for entry of the Preliminary Approval Order

for review and consent prior to filing such motion and Defendant's Counsel shall not oppose such motion after filing.

IX. REQUESTS FOR EXCLUSION

A. Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than sixty (60) days after the Notice Date (the "Exclusion Deadline"). To be effective, the request for exclusion must include (1) the Class Member's full name, telephone number, mailing address, and email address; (2) a clear statement that the Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: "Cavagnaro v. Shieldalloy Metallurgical Corporation, et al."; and (4) the Class Member's original signature. Requests for exclusion must be made on an individual basis; "mass," "class," or other purported group opt outs are not effective. Any Class Member who submits a timely and valid request for exclusion cannot object to the Settlement Agreement or to Class Counsel's motion for attorneys' fees, costs, and service awards. If a Class Member submits both a timely and valid request for exclusion and an objection, the Class Member shall be treated as if they had only submitted a request for exclusion and the objection shall be deemed moot and invalid.

B. The Settlement Administrator shall promptly after receipt provide copies of any requests for exclusion, including any related correspondence, to Class Counsel and Defendant's Counsel.

C. By no later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Defendant's Counsel and Class Counsel for Class Counsel's filing with the Court) a declaration providing a complete and final list of Class Members who submitted timely and valid requests for exclusion.

D. Any Class Member that/who does not submit a timely and valid request for exclusion as provided in this Section IX shall be a Settlement Class Member and shall be bound by the terms of this Settlement Agreement and all proceedings, orders, and judgments in this Action, including, but not limited to, the Release, regardless of whether such Class Members have any pending claims or causes of action against Defendants.

E. Any Class Member who submits a timely and valid request for exclusion as provided in this Section IX may revoke the request by submitting to the Settlement Administrator a statement of revocation prior to the date of the Final Approval Hearing.

F. Plaintiffs agree not to submit a request for exclusion from the Settlement Agreement.

X. OBJECTIONS

A. Any Settlement Class Member that/who complies with the objection provisions set forth in this Section X shall have the right to object to the proposed Settlement Agreement and/or to Class Counsel's motion for attorneys' fees, costs, and service awards. Settlement Class Members that/who object shall remain Settlement Class Members and shall be subject to the Release and all other terms of this Settlement Agreement if this Settlement Agreement is approved by the Court and the Effective Date occurs. To be considered valid, an objection must be in writing, must be filed with the Court no later than eighty (80) days after the Notice Date (the "Objection Deadline"), and must include the following: (1) the name of this Action: "Cavagnaro v. Shieldalloy Metallurgical Corporation, et al."; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector's original signature; (4) a description of the specific reasons for the objection and any supporting authority or evidence; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is

represented by an attorney; and (6) a statement as to whether the objector intends to appear at the Final Approval Hearing either in person or through counsel. Objections must be made on an individual basis; “mass,” “class,” or other purported group objections are not valid. Any Settlement Class Member that/who does not timely submit an objection in accordance with this section shall waive the right to object and be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement Agreement or to Class Counsel’s motion for attorneys’ fees, costs, and service awards. Any Settlement Class Member that/who objects to the Settlement Agreement shall nevertheless be eligible for all benefits of the Settlement Agreement if it receives final approval and the Effective Date occurs.

B. By no later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Defendant’s Counsel and Class Counsel for Class Counsel’s filing with the Court) copies of any objections received by the Settlement Administrator.

C. By no later than seven (7) days before the Final Approval Hearing, the Settling Parties shall file any responses to any Settlement Class Member objections, and Plaintiffs shall file any papers in further support of the motion for final approval of the Settlement Agreement and/or in support of Class Counsel’s motion for attorneys’ fees, costs, and service awards.

XI. FINAL SETTLEMENT APPROVAL

A. Final Approval Order. By no later than seventy (70) days following the Notice Date, Class Counsel shall file a motion for final approval of the Settlement, requesting entry of the Final Approval Order to be agreed to by the Settling Parties to this Settlement Agreement, which shall specifically include provisions: (1) stating that the Court has personal jurisdiction over all Settlement Class Members, that the Court has subject matter jurisdiction over the claims

asserted in this Action, and that venue is proper; (2) finally approving the Settlement Agreement pursuant to New Jersey Court Rule 4:32-2 for settlement purposes only, and directing the Settling Parties and Settlement Administrator to implement the Settlement Agreement pursuant to its terms, including distributing Settlement Payments to Eligible Claimants and making such other disbursements from the Settlement Fund Account as provided by the Settlement Agreement; (3) finding that the Notice as distributed was the best notice practicable and fully satisfied the requirements of due process and New Jersey Court Rule 4:32-2; (4) finally certifying the Settlement Class pursuant to New Jersey Court Rule 4:32-2; (5) memorializing that Releasing Parties have released all Released Claims against the Released Parties; (6) permanently enjoining Releasing Parties from instituting, maintaining, prosecuting, continuing, pursuing or otherwise asserting any Released Claim against the Released Parties, irrespective of whether Settlement Payments to Settlement Class Members are deposited, cashed, or otherwise accepted by any Settlement Class Member; (7) retaining jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Settlement Agreement, the Final Approval Order, and any separate Order regarding Class Counsel's motion for attorneys' fees, costs, and service awards, and for any other necessary purpose; and (8) entering a judgment that dismisses all claims in this Action with prejudice, without costs to any Settling Party, except as provided in this Settlement Agreement, and subject to the Court's continuing jurisdiction over the Settling Parties and the Gross Settlement Funds and Net Settlement Funds for the purpose of enforcement of the terms of this Settlement Agreement. Class Counsel shall provide to Defendant's Counsel a copy of the motion for entry of the Final Approval Order for review and consent prior to filing such motion and Defendant's Counsel shall not oppose such motion after filing.

B. Actions Following the Effective Date. To the extent not dismissed by the Final Order, by no later than three (3) business days following the Effective Date, Plaintiffs and Class Counsel shall dismiss with prejudice the Action against all Defendants, with the Settling Parties bearing their own costs in the Action except as set forth in this Settlement Agreement.

C. Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement is entered into only for the purpose of settlement. If the Settlement Agreement is not approved, or is terminated, cancelled, or fails to become effective for any reason, including without limitation in the event the Final Approval Order is reversed or vacated following any appeal taken therefrom, then this Settlement Agreement shall be *void ab initio*, shall have no force or effect, and shall impose no obligations on the Settling Parties. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Settling Parties will revert to their positions immediately prior to the date this Settlement Agreement was executed, and the Action will resume without prejudice to any Settling Party. In that event, the Settling Parties further agree to cooperate in asking for a reasonable schedule for the resumption of the Action. In the event of such a reversion, the Settling Parties agree that the proposed or actual certification of the Settlement Class will be deemed void and will not be urged or considered as a factor in any further proceeding.

XII. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

A. No later than seventy (70) days following the Notice Date, Class Counsel shall file a motion with the Court requesting an award of attorneys' fees not to exceed four hundred forty one thousand, six hundred twenty two dollars and fifty cents (\$441,622.50) (*i.e.*, 33.33% of the Settlement Amount), plus reimbursement of their reasonable litigation costs incurred in an amount not to exceed fifty thousand dollars (\$50,000.00) (*i.e.*, litigation expenses), with any such

amounts awarded to Class Counsel payable from the Gross Settlement Fund. Such motion shall be posted on the Settlement Website promptly after it is filed with the Court.

B. Class Counsel's entitlement to attorneys' fees and costs will be determined by the Court. The Settlement Agreement is not conditioned on Court approval of an award of attorneys' fees and costs. In the event the Court declines Class Counsel's request for attorneys' fees and costs, or awards less than the amounts sought, but otherwise approves the Settlement Agreement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Settling Parties, and Class Counsel shall not object to, appeal, or otherwise seek reconsideration of, the Court's determination.

C. Any attorneys' fees and costs awarded by the Court to Class Counsel shall be paid from the Gross Settlement Fund.

D. The Settlement Administrator shall make full payment of the attorneys' fees and costs awarded by the Court to Class Counsel within three (3) business days after the Effective Date.

E. No later than seventy (70) days following the Notice Date, Class Counsel shall file a motion with the Court requesting payment from the Gross Settlement Fund to the Settlement Class Representatives of service awards not to exceed forty thousand dollars (\$40,000), with \$20,000 being awarded to Raymond and Diane Cavagnaro (jointly) and \$20,000 being awarded to Anthony Alimenti. Any motion for service awards will be based on the Settlement Class Representatives' time, effort, expense, and commitment in this Action, and will not be based or conditioned upon the Settlement Class Representatives' support for the Settlement Agreement. Such motion shall be posted on the Settlement Website promptly after it is filed with the Court.

F. The Settlement Class Representatives' entitlement to service awards, if any, will be determined by the Court. The Settlement Agreement is not conditioned on Court approval of service awards for the Settlement Class Representatives. In the event the Court declines the request for service awards, or awards less than the amount sought, but otherwise approves this Settlement Agreement, the remaining provisions of this Settlement Agreement will continue to be effective and enforceable by the Settling Parties, including the Release set forth in this Settlement Agreement, and Settlement Class Representatives shall not object to, appeal, or otherwise seek reconsideration of, the Court's determination.

G. Any service awards for the Settlement Class Representatives awarded by the Court shall be paid from the Gross Settlement Fund.

H. To the extent awarded by the Court, the Settlement Administrator shall make full payment of service awards awarded by the Court within three (3) business days after the Effective Date. Defendant shall have no liability or responsibility to the Settlement Class Representatives or other parties arising from any claim regarding payment of any service awards.

I. The Settling Parties acknowledge that they negotiated and agreed upon all consideration to the Settlement Class before negotiating Class Counsel's proposed attorneys' fees and expenses and service awards as set forth in this Section XII. Class Counsel and the Settlement Class Representatives shall provide W-9 Forms to the Settlement Administrator prior to payment of attorneys' fees and expenses and service awards awarded by the Court.

XIII. ADDITIONAL PROVISIONS

A. No Admission of Liability or Wrongdoing. By negotiating and signing this Settlement Agreement, Defendant is not admitting any liability, fault, wrongdoing, or violation of law. Defendant denies all allegations and claims asserted against it and maintains that it has

good and meritorious defenses to Plaintiffs' claims, but is settling the Action to avoid the risk, burden, uncertainty and expense of continued litigation. This Settlement Agreement, and any and all negotiations, statements, documents, and/or proceedings in connection with this Settlement Agreement, shall not be construed or deemed to be an admission, a concession, or evidence of (1) the truth of any allegation by Plaintiffs in the Action; (2) any contention that any person suffered compensable harm or is entitled to any legal, injunctive, equitable, or other relief with respect to the matters asserted in the Action or any Released Claim; (3) any liability, negligence, fault, or wrongdoing by Defendant; or (4) that the Action or any other action was or may be properly certified as a class action for litigation, non-settlement purposes.

B. No Penalty or Fine. No amounts paid pursuant to this Settlement Agreement are being paid or incurred to, or at the direction of, any government or governmental entity in relation to the violation of any civil or criminal law or the investigation or inquiry by any government or governmental entity into the potential violation of any civil or criminal law, within the meaning of Section 162(f)(1) of the Internal Revenue Code of 1986, as amended, and Section 1.162-21(a) of the Treasury Regulations thereunder (hereinafter "Governmental Violation"). No portion of any amount paid under this Settlement Agreement constitutes the payment of a fine, penalty, or punitive damages, the disgorgement of profits, reimbursement for litigation or investigation costs or attorneys' fees or costs, or an amount paid in settlement of any claim for or related to any Governmental Violation; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in paragraphs (2) and (3) of Section 162(f).

C. Termination.

1. This Settlement Agreement may be terminated by any of the Settling Parties by serving on counsel for the opposing parties and filing with the Court a written notice of

termination within ten (10) days (or such longer time as may be agreed between Class Counsel and Defendant's Counsel) after any of the following occurrences:

- a. the Court denies preliminary or final approval of the Settlement Agreement;
- b. the Court conditions preliminary or final approval on changes to the Settlement Amount, the Release, or other material provisions of the Settlement Agreement other than attorneys' fees awarded to Class Counsel and/or service awards eligibility or payments to the Settlement Class Representatives;
- c. an appellate court reverses, vacates, or otherwise overturns the Final Approval Order, and the Settlement Agreement is not reinstated and finally approved without material change by the Court on remand;
- d. any of the Settling Parties materially breaches this Settlement Agreement before the Effective Date and fails to promptly cure the breach after receiving written notice of the breach; or
- e. the Effective Date does not occur.

2. This Settlement Agreement may be terminated by the Defendant by serving on Class Counsel and filing with the Court a written notice of termination within ten (10) days after the Exclusion Deadline (or such longer time as may be agreed between Class Counsel and Defendant's Counsel) if the total number of Class Members validly excluding themselves from the Settlement Class exceeds 5% of the total number of Class Members.

3. If a Settling Party exercises a right to terminate this Settlement Agreement pursuant to Section XIII.C., (i) the Settling Parties shall have thirty (30) days to resume settlement

negotiations and determine if the Settling Parties can reach an amended settlement agreement, including without limitation with the assistance of a mediator; (ii) the Settling Parties shall jointly request a stay of all Court deadlines for the duration of the negotiations; and (iii) the Settling Parties shall jointly advise the Court of the status of this Settlement Agreement or any amendment to this Settlement Agreement within seven (7) days after the conclusion of the thirty-day negotiation period.

4. In the event of a termination pursuant to Section XIII.C., this Settlement Agreement shall become null and void *ab initio*.

5. In the event of a termination pursuant to Section XIII.C., this Settlement Agreement shall have no force or effect and the Settling Parties will return to the *status quo ante* in this Action as they existed prior to the date of execution of this Settlement Agreement. The Settling Parties will also be prohibited from using this Settlement Agreement or any settlement or mediation communications in connection with discovery or as evidence in the Action or any other action. The Settling Parties further agree to cooperate in asking for a reasonable schedule for the resumption of the Action. In addition, the Settlement Amount, including interest accrued, shall be returned promptly to the Defendant.

D. Non-Disparagement. The Eligible Claimants, Plaintiffs, and Class Counsel agree not to make any negative, derogatory, disparaging, and/or untruthful statements, either written or oral, to any person or entity nor do anything that derogates the Released Parties or their counsel. The Parties agree that this Paragraph is a material term of this Settlement Agreement, without which Defendant would not enter into this Settlement Agreement. Defendant maintains all claims, rights, and/or remedies as a result of a breach of this Paragraph, whether equitable or sounding in damages.

E. Confidentiality. The Settling Parties and their respective attorneys agree that prior to the filing of a motion for preliminary approval of the Settlement Agreement, the Settlement Agreement, including the terms and Settlement Amount set forth herein, is and shall be treated as confidential and shall not be disclosed, described, or characterized to any other person, attorney, entity, publication or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Settlement Agreement, or as otherwise agreed by the Settling Parties. The Settling Parties agree not to disclose the substance of the negotiations that led to this Settlement Agreement, including the merits of any positions taken by any Settling Party, except as may be necessary to provide the Court with information necessary to consider approval of the Settlement Agreement.

F. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Settling Parties, or of any other person, firm or entity.

G. Binding On Successors. This Settlement Agreement shall bind and inure to the benefit of the Settling Parties, the Settlement Class Members, and their respective successors, assigns, legatees, heirs, and personal representatives.

H. Parties Represented by Counsel. The Settling Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

I. Authorization. Each Releasing Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or

causes of action released herein and, further, that each Releasing Party is fully entitled and duly authorized to give this complete and final release and discharge as set forth in Section VII.

J. Construction and Interpretation. No Settling Party shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise.

K. Headings. The various headings used in this Settlement Agreement are solely for the convenience of the Settling Parties and shall not be used to interpret this Settlement Agreement.

L. Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

M. Effect of Weekends and Holidays. If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date. Unless the Court orders otherwise, the Settling Parties may agree in writing (but shall not be required to agree) to any reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

N. Merger and Integration. This Settlement Agreement, together with its exhibits, contain the entire, complete, and integrated statement of each and every term and condition agreed to by, between, and among the Settling Parties, and are not subject to any term or condition not provided for therein. In entering into this Settlement Agreement, no Settling Party has made or relied on any warranty or representation not specifically set forth in the Settlement Agreement. This Settlement Agreement supersedes all prior and contemporaneous oral and written agreements and discussions among the Settling Parties regarding the subject matter of the Settlement Agreement.

O. No Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the Settling Party to be charged with that waiver. No waiver of any term or condition in this Settlement Agreement by any Settling Party shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

P. Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Settling Parties and, if it occurs after entry of the Final Approval Order, with approval of the Court.

Q. Governing Law. This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its choice of law or conflict of law principles.

R. Further Assurances; Dispute Resolution. Each of the Settling Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary to obtain approval of this Settlement Agreement and in connection with the performance of its obligations hereunder to carry out the express intent of the Settling Parties hereto. The Settling Parties and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to use good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement. If unable to resolve any disputes regarding this Settlement Agreement among themselves, the Settling Parties will consult the mediator, and, only if mediation fails to resolve such disputes, refer the disputes to the Court for resolution.

S. Severability. The provisions of this Settlement Agreement are not severable, except as provided in the Settlement Agreement or by subsequent agreement of the Settling Parties.

T. Third-Party Beneficiaries. The Settlement Agreement does not create any third-party beneficiaries, except for the Settlement Class Members, Defendants, and the Released Parties, all of whom are intended third-party beneficiaries.

U. Force Majeure. The failure of any Settling Party to perform any of its obligations hereunder shall not subject such Settling Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, war, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations.

V. Continuing Jurisdiction. The Parties to this Settlement Agreement stipulate that the Court shall retain personal and subject matter jurisdiction over the implementation and enforcement of this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, and any separate order regarding Class Counsel attorneys' fees and expenses and/or the Settlement Class Representatives' service awards.

W. Execution Date; Counterparts. This Settlement Agreement shall be deemed executed on the date that the last of the signatories for the Settling Parties provides its signature. This Settlement Agreement may be executed in counterparts, including via electronic signature, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

X. Notices. Notices to counsel for the Settling Parties required under this Settlement Agreement shall be sent by email and first-class mail or a nationally-recognized courier to:

For Plaintiffs:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
James A. Barry, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: jbarry@denittislaw.com

For Defendant, Shieldalloy Metallurgical Corporation

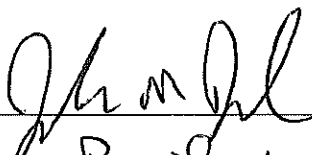
DUANE MORRIS, LLP

Phil Cha, Esq.
Dana B Klinges, Esq.
Lindsay A. Brown, Esq.
James Hearon, Esq.
40 Lake Center Drive
401 Route 73 North, Suite 200
Marlton, NJ 08053
Telephone: (856) 874-4200
Facsimile: (856) 424-4367
pcha@duanemorris.com

Agreed to on the date indicated below.

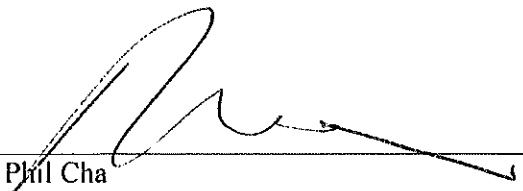
APPROVED AND AGREED TO BY DEFENDANT SHIELDALLOY METALLURGICAL CORPORATION:

Dated: 7/15/26

By: 
Title: President
Jackson Dischel

APPROVED AND AGREED TO BY COUNSEL FOR SHIELDALLOY METALLURGICAL CORPORATION:

Dated: 7/15/26


Phil Cha
Duane Morris, LLP

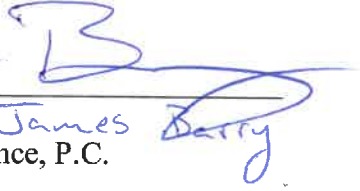
APPROVED AND AGREED TO BY CLASS COUNSEL:

Dated:

7/14/26


Stephen P. DeNittis

DeNittis Osefchen Prince, P.C.


James Barry

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: 07/13/26 _____


Raymond Cavagnaro

Dated: _____

Diane Cavagnaro

Dated: _____

Anthony Alimenti

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Raymond Cavagnaro

Dated: 07/14/26

Diane Cavagnaro
Diane Cavagnaro (Jul 14, 2026 12:39:07 EDT)

Diane Cavagnaro

Dated: _____

Anthony Alimenti

APPROVED AND AGREED TO BY PLAINTIFFS:

Dated: _____

Raymond Cavagnaro

Dated: _____

Diane Cavagnaro

Dated: 07/14/26


Anthony Alimenti Jul 14, 2026 11:38:32 EDT

Anthony Alimenti

Exhibit A

SHIELDALLOY SETTLEMENT CLAIM FORM

IMPORTANT -- All Settlement Class Members who sign and submit this claim form are certifying that, as of the Execution Date, they own residential property located partially or wholly within the geographical boundary defined by (a) the Shieldalloy Metallurgical Corp. OU1 CVOC Classification Exception Area proposed and established by TRC and approved on or about September 2, 2020 and/or (b) the Shieldalloy Metallurgical Corp. NW TCE PCE Plume Classification Exception Area proposed by and established by TRC and approved on or about September 9, 2020 (each a "CEA" and collectively the "CEAs"). A list of properties located within one or both CEAs is attached to the Settlement Agreement and available online at www.VinelandShieldalloyLitigation.com.

If your property is located within one or both of the CEAs and is also located within the Well Restriction Area ("WRA") identified by the City of Vineland Ordinance No. 86-67 and established in 1986, a payment of \$300 will be allocated to your property. If your property is located within one or both CEAs and is not located within the WRA, a payment equal to no more than 7% of the 2025 tax assessed value of your property will be allocated to your property. If multiple owners of a property file claim forms, allocated payments will be split equally among the Eligible Claimants.

Upon completing and submitting this claim form by the deadline, the Settlement Administrator will review your eligibility for payment under the Settlement Agreement. If the Court grants final approval of the Settlement Agreement, and the Settlement Administrator determines you are eligible for payment, your final payment amount may depend on the funds available for distribution and the number of Eligible Claimants. The Settlement Agreement is available at www.VinelandShieldalloyLitigation.com.

All claims will be paid by check or electronic payment.

To be eligible for a settlement payment, you must complete and file this Claim Form. You can either:

- (1) File Online: File online at www.VinelandShieldalloyLitigation.com; or
- (2) File by Mail: Fill out, sign, and return this form to: [ADDRESS]

You must file a claim to receive a settlement payment. THE DEADLINE TO FILE A CLAIM IS [DATE].

Unless otherwise defined herein, all capitalized terms have the same meaning as given in the Settlement Agreement.

Part 1: Provide Your Contact Information

Personal ID #

(You can find this number on the front or top of the settlement notice you received.)

If you no longer have the notice, and need your Personal ID #, email the Settlement Administrator at: [EMAIL ADDRESS]).

Your Name _____

Street Address _____

City _____ State _____ ZIP _____

Phone Number: _____ Email Address: _____

*If you submit a Claim Form without a unique personal identification number you must submit documentary proof of identification, proof of your ownership of the Class Property, and proof of the date you became the owner of the Class Property.

Part 2: Confirm Class Property

If the property you own in one or both of the CEAs is not the same as the address provided in Step 1, provide:

Street Address of
Class Property _____

City _____ State _____ ZIP _____

Part 3: Non-disparagement

I acknowledge and agree that I shall not make any negative, derogatory, disparaging, and/or untruthful statements, either written or oral, to any person or entity, about the Released Parties.

Part 4: CEA Disclosure to Purchasers

I acknowledge and agree to comply with the obligations of New Jersey law to disclose to any purchaser or transferee of my property the existence of any then-existing CEA prior to transferring the property. I further acknowledge and agree to identify and list the existence of any then-existing CEA affecting my property on any property condition disclosure statement required by N.J.A.C. 13:45A-29.1.

Part 5: Sign the Form

I hereby certify, under penalty of perjury, that the information stated herein is true and correct to the best of my knowledge. I also agree and acknowledge that I will comply with the non-disparagement requirement in Part 3 and that I will comply with the CEA Disclosure requirement in Part 4.

Your Signature

Date

_____ / [Toll-Free Number]

Exhibit B

Municipality	Block	Lot	Address	Inside or Outside WRA
614	401	18	799 W WEYMOUTH RD	OUTSIDE
614	401	24	619 W WEYMOUTH RD	INSIDE
614	401	25	581 W WEYMOUTH RD	INSIDE
614	401	26	573 W WEYMOUTH RD	INSIDE
614	401	27	557 W WEYMOUTH RD	INSIDE
614	401	28	3576 N WEST AVE	INSIDE
614	401	29	3564 N WEST AVE	INSIDE
614	401	30	3544 N WEST AVE	INSIDE
614	401	31	3468 N WEST AVE	INSIDE
614	401	32	3454 N WEST AVE	INSIDE
614	401	33	3430 N WEST AVE	INSIDE
614	401	34	3390 N WEST AVE	INSIDE
614	401	35	3350 N WEST AVE	INSIDE
614	401	36	588 W ARBOR AVE	INSIDE
614	401	37	608 W ARBOR AVE	INSIDE
614	401	38	632 W ARBOR AVE	INSIDE
614	401	39	650 W ARBOR AVE	INSIDE
614	401	40	670 W ARBOR AVE	INSIDE
614	401	41	714 W ARBOR AVE	INSIDE
614	401	42	738 W ARBOR AVE	INSIDE
614	401	43	756 W ARBOR AVE	INSIDE
614	401	44	778 W ARBOR AVE	INSIDE
614	401	45	3339 BRUUN AVE	INSIDE
614	401	46	3369 BRUUN AVE	INSIDE
614	401	46.01	824 ELTY AVE	INSIDE
614	401	47	828 ELTY AVE	INSIDE
614	401	48	830 ELTY AVE	INSIDE
614	401	49	850 ELTY AVE	INSIDE
614	401	50	868 ELTY AVE	INSIDE
614	401	51	888 ELTY AVE	INSIDE
614	401	53	926 ELTY AVE	INSIDE
614	401	54	950 ELTY AVE	INSIDE
614	401	55	GEROW AVE	INSIDE
614	401	58	3360 GEROW AVE	INSIDE
614	401	59	3324 GEROW AVE	INSIDE
614	401	60	3292 GEROW AVE	INSIDE
614	401	61	1032 W ARBOR AVE	INSIDE
614	401	62	1132 W ARBOR AVE	INSIDE
614	402	1	3361 GEROW AVE	INSIDE
614	402	2	947 ELTY AVE	INSIDE
614	402	3	931 ELTY AVE	INSIDE
614	402	4	913 ELTY AVE	INSIDE
614	402	5	893 ELTY AVE	INSIDE
614	402	6	873 ELTY AVE	INSIDE
614	402	7	853 ELTY AVE	INSIDE
614	402	8	829 ELTY AVE	INSIDE

614	402	9	820 W ARBOR AVE	INSIDE
614	402	10	848 W ARBOR AVE	INSIDE
614	402	11	874 W ARBOR AVE	INSIDE
614	402	12	900 W ARBOR AVE	INSIDE
614	402	17	3311 GEROW AVE	INSIDE
614	402	18	3339 GEROW AVE	INSIDE
614	403	18	1170 W ARBOR AVE	INSIDE
614	501	7	601 SALEM AVE	INSIDE
614	501	26	3826 N WEST BLVD	INSIDE
614	501	27	3814 N WEST BLVD	INSIDE
614	501	28	3788 N WEST BLVD	INSIDE
614	501	35	242 W WEYMOUTH RD	INSIDE
614	501	36	306 W WEYMOUTH RD	INSIDE
614	501	37	380 W WEYMOUTH RD	INSIDE
614	501	38	420 W WEYMOUTH RD	INSIDE
614	501	39	442 W WEYMOUTH RD	INSIDE
614	501	40	460 W WEYMOUTH RD	INSIDE
614	501	41	478 W WEYMOUTH RD	INSIDE
614	501	42	496 W WEYMOUTH RD	INSIDE
614	501	43	510 W WEYMOUTH RD	INSIDE
614	501	44	520 W WEYMOUTH RD	INSIDE
614	501	45	552 W WEYMOUTH RD	INSIDE
614	501	46	568 W WEYMOUTH RD	INSIDE
614	501	47	628 W WEYMOUTH RD	INSIDE
614	502	4	102 E WEYMOUTH RD	OUTSIDE
614	502	5	42 E WEYMOUTH RD	OUTSIDE
614	503	1	3595 N EAST BLVD	OUTSIDE
614	503	1.01	45 E WEYMOUTH RD	OUTSIDE
614	503	1.02	71 E WEYMOUTH RD	OUTSIDE
614	503	1.03	93 E WEYMOUTH RD	OUTSIDE
614	503	3	167 E WEYMOUTH RD	OUTSIDE
614	503	5	3558 PROSPECT AVE	OUTSIDE
614	503	6	3410 PROSPECT AVE	OUTSIDE
614	503	7	3431 N EAST BLVD	OUTSIDE
614	503	8	3451 N EAST BLVD	OUTSIDE
614	503	9	3471 N EAST BLVD	OUTSIDE
614	503	10	3487 N EAST BLVD	OUTSIDE
614	503	11	3509 N EAST BLVD	OUTSIDE
614	503	12	3527 N EAST BLVD	OUTSIDE
614	503	13	3541 N EAST BLVD	OUTSIDE
614	504	2	59 DIVISION ST	OUTSIDE
614	504	5	144 E ARBOR AVE	OUTSIDE
614	504	6	166 E ARBOR AVE	OUTSIDE
614	504	7	3406 PROSPECT AVE	OUTSIDE
614	504	8	218 E ARBOR AVE	OUTSIDE
614	504	10	120 E ARBOR AVE	OUTSIDE
614	504	12	74 E ARBOR AVE	OUTSIDE

614	504	15	3379 N EAST BLVD	OUTSIDE
614	504	16	3401 N EAST BLVD	OUTSIDE
614	505	1	3625 N WEST AVE	INSIDE
614	505	3	397 W WEYMOUTH RD	INSIDE
614	505	4	319 W WEYMOUTH RD	INSIDE
614	505	6	3492 N WEST BLVD	INSIDE
614	505	11	3526 N WEST BLVD	INSIDE
614	505	12	3454 N WEST BLVD	INSIDE
614	505	13	100 W ARBOR AVE	INSIDE
614	505	14	110 W ARBOR AVE	INSIDE
614	505	15	120 W ARBOR AVE	INSIDE
614	505	16	130 W ARBOR AVE	INSIDE
614	505	17	168 W ARBOR AVE	INSIDE
614	505	18	188 W ARBOR AVE	INSIDE
614	505	19	236 W ARBOR AVE	INSIDE
614	505	20	278 W ARBOR AVE	INSIDE
614	505	21	296 W ARBOR AVE	INSIDE
614	505	24	3457 N WEST AVE	INSIDE
614	505	25	3477 N WEST AVE	INSIDE
614	505	26	3539 N WEST AVE	INSIDE
614	505	27	3541 N WEST AVE	INSIDE
614	505	28	3595 N WEST AVE	INSIDE
614	603	4	1350 W FOREST GROVE RD	OUTSIDE
614	603	7	2808 N DELSEA DR	INSIDE
614	603	9	1452 W FOREST GROVE RD	INSIDE
614	603	11	1522 W FOREST GROVE RD	OUTSIDE
614	603	12	1550 W FOREST GROVE RD	OUTSIDE
614	603	13	1628 W FOREST GROVE RD	OUTSIDE
614	604	11	2672 N DELSEA DR	OUTSIDE
614	604	13	2608 N DELSEA DR	OUTSIDE
614	604	21	1200 W GARDEN RD	OUTSIDE
614	604	22	1242 W GARDEN RD	OUTSIDE
614	604	24	1360 W GARDEN RD	OUTSIDE
614	604	25	1414 W GARDEN RD	OUTSIDE
614	604	27	1528 W GARDEN RD	OUTSIDE
614	604	28	1590 W GARDEN RD	OUTSIDE
614	604	29	1632 W GARDEN RD	OUTSIDE
614	604	32	1726 W GARDEN RD	OUTSIDE
614	604	34	1814 W GARDEN RD	OUTSIDE
614	701	4	1089 W ARBOR AVE	INSIDE
614	701	8	940 ARBOR CT WEST	INSIDE
614	701	9	970 ARBOR CT WEST	INSIDE
614	701	10	996 ARBOR CT WEST	INSIDE
614	701	11	995 ARBOR CT WEST	INSIDE
614	701	13	929 ARBOR CT WEST	INSIDE
614	701	15	875 ARBOR CT EAST	INSIDE
614	701	16	876 ARBOR CT EAST	INSIDE

614	701	17	896 ARBOR CT EAST	INSIDE
614	701	19	871 W ARBOR AVE	INSIDE
614	701	20	839 W ARBOR AVE	INSIDE
614	701	21	813 W ARBOR AVE	INSIDE
614	701	22	3274 EGLANTINE DR	INSIDE
614	701	23	3240 EGLANTINE DR	INSIDE
614	701	24	800 DAMASK ROSE CT	INSIDE
614	701	26.01	825 DAMASK ROSE CT	INSIDE
614	701	27	795 DAMASK ROSE CT	INSIDE
614	701	28	3190 EGLANTINE DR	INSIDE
614	701	29	3160 EGLANTINE DR	INSIDE
614	701	31	3100 EGLANTINE DR	INSIDE
614	701	32	3135 EGLANTINE DR	INSIDE
614	701	33	3155 EGLANTINE DR	INSIDE
614	701	34	3185 EGLANTINE DR	INSIDE
614	701	35	3215 EGLANTINE DR	INSIDE
614	701	36	3245 EGLANTINE DR	INSIDE
614	701	37	3275 EGLANTINE DR	INSIDE
614	701	38	687 W ARBOR AVE	INSIDE
614	701	39	641 W ARBOR AVE	INSIDE
614	701	40	605 W ARBOR AVE	INSIDE
614	701	41	579 W ARBOR AVE	INSIDE
614	701	42	551 W ARBOR AVE	INSIDE
614	701	43	515 W ARBOR AVE	INSIDE
614	701	45	3178 N WEST AVE	INSIDE
614	701	46	3048 N WEST AVE	INSIDE
614	701	47	2968 N WEST AVE	INSIDE
614	701	48	2956 N WEST AVE	INSIDE
614	701	49	2936 N WEST AVE	INSIDE
614	701	50	2910 N WEST AVE	INSIDE
614	701	51	2884 N WEST AVE	INSIDE
614	701	52	2858 N WEST AVE	INSIDE
614	701	53	546 W FOREST GROVE RD	INSIDE
614	701	56	634 W FOREST GROVE RD	INSIDE
614	701	57	668 W FOREST GROVE RD	INSIDE
614	701	58	684 W FOREST GROVE RD	INSIDE
614	701	59	688 W FOREST GROVE RD	INSIDE
614	701	60	722 W FOREST GROVE RD	INSIDE
614	701	61	738 W FOREST GROVE RD	INSIDE
614	701	62	764 W FOREST GROVE RD	INSIDE
614	701	64	874 W FOREST GROVE RD	INSIDE
614	701	65	2821 NICOLETTE CT	INSIDE
614	701	67	2881 NICOLETTE CT	INSIDE
614	701	68	2929 NICOLETTE CT	INSIDE
614	701	70	2965 NICOLETTE CT	INSIDE
614	701	71	3001 NICOLETTE CT	INSIDE
614	701	72	2990 NICOLETTE CT	INSIDE

614	701	73	2956 NICOLETTE CT	INSIDE
614	701	74	2926 NICOLETTE CT	INSIDE
614	701	75	2880 NICOLETTE CT	INSIDE
614	701	76	2850 NICOLETTE CT	INSIDE
614	701	77	2810 NICOLETTE CT	INSIDE
614	701	78	990 W FOREST GROVE RD	INSIDE
614	701	79	1010 W FOREST GROVE RD	INSIDE
614	701	83	2911 N DELSEA DR	INSIDE
614	701	84	2935 N DELSEA DR	INSIDE
614	701	85	2955 N DELSEA DR	INSIDE
614	701	87	3011 N DELSEA DR	INSIDE
614	701	89	3131 N DELSEA DR	INSIDE
614	701	90	3161 N DELSEA DR	INSIDE
614	702	1	435 W ARBOR AVE	INSIDE
614	702	2	185 W ARBOR AVE	INSIDE
614	702	3	179 W ARBOR AVE	INSIDE
614	702	4	173 W ARBOR AVE	INSIDE
614	702	5	167 W ARBOR AVE	INSIDE
614	702	6	161 W ARBOR AVE	INSIDE
614	702	7	155 W ARBOR AVE	INSIDE
614	702	8	149 W ARBOR AVE	INSIDE
614	702	9	3360 N WEST BLVD	INSIDE
614	702	10	3346 N WEST BLVD	INSIDE
614	702	11	3326 N WEST BLVD	INSIDE
614	702	12	3306 N WEST BLVD	INSIDE
614	702	13	3266 N WEST BLVD	INSIDE
614	702	15	46 OLD FOREST RD	INSIDE
614	702	16	68 OLD FOREST RD	INSIDE
614	702	17	78 OLD FOREST RD	INSIDE
614	702	18	96 OLD FOREST RD	INSIDE
614	702	19	124 OLD FOREST RD	INSIDE
614	702	20	160 OLD FOREST RD	INSIDE
614	702	21	198 OLD FOREST RD	INSIDE
614	702	22	282 OLD FOREST RD	INSIDE
614	702	23	326 OLD FOREST RD	INSIDE
614	702	24	360 OLD FOREST RD	INSIDE
614	703	1	327 OLD FOREST RD	INSIDE
614	703	4	3120 N WEST BLVD	INSIDE
614	703	5	3082 N WEST BLVD	INSIDE
614	703	6.01	3070 N WEST BLVD	INSIDE
614	703	8	3030 N WEST BLVD	INSIDE
614	703	9	3014 N WEST BLVD	INSIDE
614	703	10	2984 N WEST BLVD	INSIDE
614	703	11	2954 N WEST BLVD	INSIDE
614	703	12	2930 N WEST BLVD	INSIDE
614	703	24	406 W FOREST GROVE RD	INSIDE
614	703	25	432 W FOREST GROVE RD	INSIDE

614	703	26	450 W FOREST GROVE RD	INSIDE
614	703	27	478 W FOREST GROVE RD	INSIDE
614	703	28	3023 N WEST AVE	INSIDE
614	703	29	3039 N WEST AVE	INSIDE
614	801	2	895 W FOREST GROVE RD	INSIDE
614	801	3	873 W FOREST GROVE RD	INSIDE
614	801	4	843 W FOREST GROVE RD	INSIDE
614	801	5	833 W FOREST GROVE RD	INSIDE
614	801	6	813 W FOREST GROVE RD	INSIDE
614	801	7	775 W FOREST GROVE RD	INSIDE
614	801	8	733 W FOREST GROVE RD	INSIDE
614	801	9	695 W FOREST GROVE RD	INSIDE
614	801	10	659 W FOREST GROVE RD	INSIDE
614	801	11	595 W FOREST GROVE RD	INSIDE
614	801	12	521 W FOREST GROVE RD	INSIDE
614	801	13	2740 N WEST AVE	OUTSIDE
614	801	14	2700 N WEST AVE	OUTSIDE
614	801	40	2511 N DELSEA DR	OUTSIDE
614	801	46	2639 N DELSEA DR	OUTSIDE
614	802	1	483 W FOREST GROVE RD	INSIDE
614	901	1	3351 N EAST BLVD	OUTSIDE
614	901	2	85 E ARBOR AVE	OUTSIDE
614	901	3	103 E ARBOR AVE	OUTSIDE
614	901	4	125 E ARBOR AVE	OUTSIDE
614	901	5	135 E ARBOR AVE	OUTSIDE
614	901	6	169 E ARBOR AVE	OUTSIDE
614	901	7.06	3320 PROSPECT AVE	OUTSIDE
614	901	7.08	3260 PROSPECT AVE	OUTSIDE
614	901	8	122 STRAWBERRY AVE	OUTSIDE
614	901	9	112 STRAWBERRY AVE	OUTSIDE
614	901	10	102 STRAWBERRY AVE	OUTSIDE
614	901	11	92 STRAWBERRY AVE	OUTSIDE
614	901	12	82 STRAWBERRY AVE	OUTSIDE
614	901	13	72 STRAWBERRY AVE	OUTSIDE
614	901	14	62 STRAWBERRY AVE	OUTSIDE
614	901	15	3255 N EAST BLVD	OUTSIDE
614	901	16	3297 N EAST BLVD	OUTSIDE
614	901	17	3311 N EAST BLVD	OUTSIDE
614	901	18	3327 N EAST BLVD	OUTSIDE
614	902	2	3501 PROSPECT AVE	OUTSIDE
614	902	11	3319 PROSPECT AVE	OUTSIDE
614	902	12	3391 PROSPECT AVE	OUTSIDE
614	902	13	3437 PROSPECT AVE	OUTSIDE
614	902	14	3451 PROSPECT AVE	OUTSIDE
614	914	1	3219 N EAST BLVD	OUTSIDE
614	914	2	61 STRAWBERRY AVE	OUTSIDE
614	914	3	85 STRAWBERRY AVE	OUTSIDE

614	914	4	101 STRAWBERRY AVE	OUTSIDE
614	914	5	121 STRAWBERRY AVE	OUTSIDE
614	914	7	149 STRAWBERRY AVE	OUTSIDE
614	914	8	165 STRAWBERRY AVE	OUTSIDE
614	914	9	181 STRAWBERRY AVE	OUTSIDE
614	914	10	197 STRAWBERRY AVE	OUTSIDE
614	914	50	3095 N EAST BLVD	OUTSIDE
614	914	51	3127 N EAST BLVD	OUTSIDE
614	914	52	3153 N EAST BLVD	OUTSIDE
614	914	53	3183 N EAST BLVD	OUTSIDE
614	1101	13	1803 W GARDEN RD	OUTSIDE
614	1101	14	1739 W GARDEN RD	OUTSIDE
805	7004.01	2	3651 PROSPECT AVE	OUTSIDE
805	7004.01	3	512 WEYMOUTH RD	OUTSIDE
805	7004.01	4	530 WEYMOUTH RD	OUTSIDE
813	106	18	36 SOUTHWEST BLVD	OUTSIDE
813	106	19	40 SOUTHWEST BLVD	OUTSIDE
813	106	23	54 SOUTHWEST BLVD	INSIDE
813	1002	19	313 WEYMOUTH RD	OUTSIDE
813	1002	19.01	309 WEYMOUTH RD	OUTSIDE

Exhibit C

RAYMOND CAVAGNARO and DIANE
CAVAGNARO, on behalf of themselves,
and all others similarly situated,
Plaintiffs,

v.

SHIELDALLOY METALLURGICAL
CORPORATION, AMG CRITICAL
MINERALS, N.V., TRC COMPANIES,
INC.; ABC Corporations (1-10), DEF
Corporations (1-10), and JOHN and/or
JANE DOES (1-10),
Defendants.

:
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: GLOUCESTER COUNTY
:
: DOCKET NO. GLO-L-000816-24
:
: Civil Action
:
: **[PROPOSED] ORDER GRANTING FINAL**
: **APPROVAL OF CLASS SETTLEMENT**
: **AGREEMENT AND DISMISSAL OF**
: **ACTION WITH PREJUDICE**
:
:
:

The Court preliminarily approved the Settlement Agreement in this case on [REDACTED], 2026. Since that time, Plaintiffs and Shieldalloy Metallurgical Corporation (the “Settling Parties”) have completed the Notice process and now seek final approval of the Settlement Agreement (“Settlement Agreement”). Through a Motion For Final Approval of Class Settlement Agreement and Motion for Fees and Costs (the “Motions”), the Settling Parties seek, among other things, from the Court: (1) a granting of final certification of the Settlement Class; (2) approval of the Settlement Agreement as fair, reasonable, and adequate; (3) a ruling that the Notice process was reasonable and the best practicable under the circumstances; and (4) a granting of Plaintiffs’ unopposed request for attorneys’ fees and costs and Settlement Class Representative awards. A hearing was held on the Motions on [REDACTED], 2026. For the reasons stated below, the Motions are granted.

On [REDACTED], 2026, the matter of the Court's final approval of the Settlement Agreement came before the Court for consideration by way of the unopposed Motions filed by Class Counsel. Appearing on behalf of Settlement Class Representatives, Raymond and Diane Cavagnaro and Anthony Alimenti, and the Settlement Class were Stephen P. DeNittis and James A. Barry of DeNittis Osefchen & Prince, P.C., 5 Greentree Centre, 525 Route 73 North, Suite 410, Marlton,

NJ 08053; appearing on behalf of Defendant, Shieldalloy Metallurgical Corporation were Phil Cha, Esq., Lindsay A. Brown, Esq. and James Hearon, Esq. of Duane Morris, LLP 40 Lake Center Drive 401 Route 73 North, Suite 200 Marlton, NJ 08053.

WHEREAS, the Settlement Class Representatives, Raymond and Diane Cavagnaro and Anthony Alimenti, on behalf of themselves and the proposed Settlement Class, and Defendant, Shieldalloy Metallurgical Corporation (“Defendant,” as defined in the Settlement Agreement), have executed and filed the Settlement Agreement with the Court on [REDACTED], 2026; and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement and are hereby incorporated by reference; and

WHEREAS, the Court, on [REDACTED], 2026, entered the Order Granting Preliminary Approval of Class Settlement and Directing Dissemination of Class Notice (“Preliminary Approval Order”), preliminarily approving the proposed Settlement Agreement and conditionally certifying this Action, for settlement purposes only, as a class action; and

WHEREAS, Raymond and Diane Cavagnaro and Anthony Alimenti were approved in the Preliminary Approval Order as the Settlement Class Representatives; and

WHEREAS, the Court, as part of its Preliminary Approval Order, directed that a plan for disseminating notice of the settlement (“Notice Plan”) be implemented, and scheduled a hearing to determine whether the proposed settlement should be finally approved as fair, reasonable and adequate; and

WHEREAS, Class Counsel have satisfactorily demonstrated to the Court that the Notice Plan was followed; and

WHEREAS, all interested persons were given an opportunity to be heard, and all objections to the proposed Settlement Agreement, if any, were duly considered;

NOW, THEREFORE, the Court, having read and considered all submissions and having heard all arguments made in connection with the proposed Settlement Agreement, including the Motions, and having reviewed and considered the files and records herein, finds and concludes as follows:

1. The Complaint filed in this Action alleges generally that defendants diminished the value of Class Properties due to the establishment of groundwater Classification Exception Areas covering the Class Properties. As part of the Preliminary Approval Order, the Court certified the Settlement Class, for settlement purposes only, consisting of:

All Persons that/who, as of the Execution Date, owns a Residential Property or Residential Properties located, partially or wholly, within the geographical boundary defined by (a) the Shieldalloy Metallurgical Corp. OU1 CVOC Classification Exception Area proposed and established by TRC and approved on or about September 2, 2020 and/or (b) the Shieldalloy Metallurgical Corp. NW TCE PCE Plume Classification Exception Area proposed and established by TRC and approved on or about September 9, 2020 (each a “CEA” and collectively the “CEAs”). A list of all properties located within either CEA (or both CEAs) is attached as Exhibit B (the “Class Properties”) to the Settlement Agreement.

Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey or municipal entity are excluded from the Settlement Class.

Also excluded from the Settlement Class are those Persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court’s Preliminary Approval Order.

2. The Court hereby affirms the Settlement Class for purposes of this Order Granting Final Approval of Class Settlement Agreement and Dismissal of Action With Prejudice (“Final Order”).

3. For purposes of settlement, the Plaintiffs possess standing and the Settlement Class is adequately defined. The Settlement Class is adequately defined because the class definition is clear and precise, is based on objective criteria, and is not overbroad.

4. For purposes of settlement, the Settlement Class is sufficiently numerous, there are questions of law and fact common to the Settlement Class and Settlement Class Representatives’ claims are typical of the Settlement Class. In addition, both Settlement Class Representatives and Class Counsel are adequate representatives of the Settlement Class and have fairly and adequately protected and will continue to protect the interests of the Settlement Class. Thus, the requirements to certify a class prescribed by the New Jersey Rules of Civil Procedure are satisfied as to the Settlement Class for purposes of settlement.

5. For purposes of settlement, the Settlement Class is certifiable under the New Jersey Rules because common issues predominate over individual issues and class treatment is superior to other alternatives for adjudicating the claims at issue.

6. The Settlement Class Representatives and Defendant have entered into the Settlement Agreement which has been filed with the Court. The Settlement Agreement provides for the settlement and dismissal of this Action with Defendant on behalf of the Settlement Class Representatives and the Settlement Class Members, subject to approval by the Court of its terms. The Court scheduled a hearing to consider the approval of the Settlement Agreement and directed that the Class Notice be disseminated in accordance with the terms of the Preliminary Approval Order.

7. In accordance with the terms of the Settlement Agreement and the Preliminary Approval Order, the Settling Parties implemented the Notice Plan approved by the Court. Class Counsel have confirmed to the Court that the Settling Parties complied with the Notice Plan.

8. The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to the Settlement Class Members.

9. The Settlement Class Representatives have applied to the Court for final approval of the terms of the Settlement Agreement and for the entry of this Final Order and dismissal of Plaintiffs' claims in the Action on the merits with prejudice and without leave to amend.

10. The Court hereby finds that approval of the Settlement Agreement will result in substantial savings of time and money to the Court and the litigants and will further the interests of justice.

11. The Court hereby finds that the Settlement Agreement is the result of good faith arm's length negotiations by the Settling Parties thereto, and is fair, reasonable, and adequate.

NOW, THEREFORE, GOOD CAUSE APPEARING, IT IS ORDERED, ADJUDGED AND DECREED THAT:

12. The Court possesses jurisdiction over the subject matter of this Action, the Plaintiffs, the Settlement Class Members, Defendant, the Releasing Parties and the Released Parties.

13. [##] Class Members have filed requests for exclusion. All remaining Settlement Class Members are therefore bound by this Final Order and by the Settlement Agreement, including the Releases.

14. All provisions and terms of the Settlement Agreement are hereby found to be fair, reasonable and adequate as to the Settlement Class Members and the Settlement Class Representatives, are in compliance with due process and New Jersey law, and all provisions and terms of the Settlement Agreement are hereby finally approved in all respects.

15. The Settling Parties are hereby directed to consummate the Settlement Agreement in accordance with all its terms.

16. The Plaintiffs' Claims in this Action, individually and on behalf of the Settlement Class, as well as the Action itself, are dismissed in their entirety on the merits with prejudice and without leave to amend, and all members of the Settlement Class and all Releasing Parties shall be forever barred and permanently enjoined from asserting, either directly or indirectly, individually or in a representative capacity or on behalf of or as part of a class, whether under State or Federal statutory or common law, any Released Claim against any of the Released Parties.

17. As of the Effective Date, by operation of the entry of the Final Order, the Releasing Parties shall be deemed to have fully released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released Claims that the Releasing Parties may have against all the Released Parties.

18. "Released Claims" means:

to the fullest extent that the law permits their release, waiver and discharge, for, of and from any and all manner of past, present, and/or future claims, causes of action, cross-claims, counter-claims, charges, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, remedies, and/or liabilities, under any legal or factual theory, whether class or individual, in law or in equity, or arising under domestic or foreign law, constitution, statute, regulation, ordinance, contract, or otherwise in nature, for any and all fees, costs, penalties, fines, debts, expenses, attorneys' fees, damages (including but not limited to compensatory damages, economic damages, property damages, diminution in value damages, stigma damages, loss of use damages, loss of enjoyment damages, consequential damages, incidental damages, ancillary damages, statutory damages, exemplary damages, punitive damages, special damages, multiple damages, treble damages, restitution

damages, and/or disgorgement damages), biomonitoring or medical monitoring, declaratory or injunctive relief, equitable relief, whenever or however incurred, and liabilities of any nature or kind whatsoever (including joint and several liability and strict liability), known or unknown, suspected or unsuspected, matured or unmatured, accrued or unaccrued, asserted or unasserted, arising from, concerning, or relating in any way to: (i) any conduct, act, event, omission, fact, legal or equitable theory alleged or that could have been alleged in the Action; (ii) any release, discharge, leak, spill, emission and/or dumping of any hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) at, on, under, above, from, and/or migrating from any property, parcel, building, plant, structure, business, action, omission, conduct and/or operation at, on, under, about, adjacent to and/or near 35 South West Boulevard, Newfield, New Jersey 08344, also known or referred to as Block 1002, Lots 1, 4, and 18 on the tax map of the Borough of Newfield, Gloucester County, New Jersey and Block 502, Lots 1 and 2 and Block 505, Lot 23 on the tax map of the City of Vineland, Cumberland County, New Jersey (“SMC Property”); (iii) any existing or projected hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) on, at, touching, under, above, within and/or affecting the CEAs, any future classification exception area, Settlement Class and/or the Class Properties; and (iv) the investigation, remediation, and/or cleanup (including delineation, proposal and establishment of institutional controls such as a classification exception area or a well restriction area) of, for and/or related to any existing or projected hazardous substances, hazardous materials, radioactive materials, chemicals, products, pollutants and/or contaminants (including perchlorate) on, at, migrating from, migrating to, touching, under, above, within and/or affecting the SMC Property, the CEAs, any future classification exception area, and/or any and all of the Class Properties (the “Released Claims”). To avoid any doubt, the only claims and/or liabilities that are not Released Claims are personal injury claims for damages by the Releasing Parties concerning or relating to alleged human exposure to contamination from the SMC Property and are expressly excluded from this Release. The Released Parties expressly reserve all rights, arguments, remedies, objections, and defenses available under, based on, or as a result of, any fact, finding, law, statute, regulation, judicial or administrative order, plan of reorganization, bankruptcy plan, and/or bankruptcy discharge, related to or against any claims, demands and/or liabilities, including for personal injury, asserted by Releasing Parties.

19. “Released Parties” means:

Defendants Shieldalloy Metallurgical Corporation, AMG Critical Materials N.V., and TRC Companies, Inc. and each of their past, present, and/or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent), counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, direct or indirect corporate parents, partners,

partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, joint ventures, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity.

20. “Releasing Parties” means:

Plaintiffs and the Settlement Class Members that/who do not otherwise timely submit a valid request for exclusion from the Settlement Class, each of their respective heirs, predecessors, successors, assigns, family members, personal representatives, attorneys, officers, stockholders, shareholders, corporate parents, subsidiaries, affiliates, directors, managers, partners, principals, owners, agents, fiduciaries, spouses, children, dependents, parents, creditors, judgment creditors, representatives, employees, employers, executors, administrators, conservators, receivers, subrogees, trusts, trustees, members, servants, independent contractors, lessors, lessees, tenants, legally authorized representatives, insurers or reinsurers, and on behalf of anyone else who or which could or might assert any claim under or through any of the foregoing. Releasing Parties does not include government entities, including, without limitation, the United States, State of New Jersey, the NJDEP, and any other department of the State of New Jersey.

21. It is hereby determined that the Notice and method of distribution thereof constituted the best notice practicable under the circumstances to the Settlement Class Members and is therefore finally approved as reasonable. Due and adequate notice of the pendency of this Action and of the Settlement Agreement has been provided to all the Settlement Class Members, and this Court hereby finds that the Notice complied fully with the requirements of due process, the New Jersey Rules and all other applicable laws.

22. Within 30 days after all of Defendant’s obligations under this Settlement Agreement are effectuated, Class Counsel and any Settlement Class Member or their counsel shall destroy all confidential information provided by Defendant to Class Counsel or anyone they employed or retained in this Action, either in discovery, during mediation, or in connection with this Settlement Agreement. Class Counsel shall deliver a letter to Defendant’s Counsel certifying their compliance with this paragraph. Further, neither Class Counsel, nor anyone employed with, retained by, or otherwise associated with Class Counsel, nor any other attorney or Person who

shall have access to such confidential information, shall use any of such confidential information in any other litigation or proceeding, current or future, or for any other purpose whatsoever.

23. The Settlement Agreement and this Final Order are not to be deemed admissions of liability or fault by Defendant, or a finding of the validity of any claims in the Action or of any wrongdoing or violation of law by Defendant. The Settlement Agreement is not a concession by the Defendant and, to the extent permitted by law, neither this Final Order nor the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be utilized or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, for any purpose including to establish any liability or admission by Defendant, except in any proceedings by Plaintiffs to enforce the Settlement Agreement or the Final Order or otherwise with the written consent of Defendant at its sole discretion; however, the Released Parties may use the Settlement Agreement and/or the Exhibits thereto, and/or any related document, in any action that may be brought by any of the Releasing Parties against any of the Released Parties in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion relating to the Released Claims set forth in the Settlement Agreement.

24. Only to the extent that it is otherwise not violative of any applicable rules governing the practice of law, Class Counsel agree that any representation, encouragement, solicitation or other assistance, including, but not limited to, referral to other counsel, of any Class Member that submitted a valid and timely request for exclusion, or any other person seeking to litigate with any of the Released Parties over any of the Released Claims or to represent any form of class of Persons that excluded themselves from the Settlement Agreement, could place Class Counsel in an

untenable conflict of interest with the Settlement Class Members. Accordingly, Class Counsel and their respective firms shall not (only to the extent that it is otherwise not violative of any applicable rules governing the practice of law) represent, encourage, solicit or otherwise assist, in any way whatsoever (including, but not limited to referrals to other counsel) any Class Member that submitted a valid and timely request for exclusion or any form of opt-out class, except that referring such person to the Notice or suggesting to any such person the option of obtaining separate counsel, without specifically identifying options for such counsel, shall be permitted.

25. The Court has considered the request for Settlement Class Representative service awards, and hereby approves and awards Raymond and Diane Cavagnaro an amount of \$_____ and Anthony Alimenti an amount of \$_____, to be paid out of the Gross Settlement Fund.

26. The Court has considered Class Counsel's request for an attorneys' fees award for the prosecution of this action and hereby makes an attorneys' fees award in the amount of \$_____, to be paid out of the Gross Settlement Fund. Class Counsel shall also be reimbursed reasonable out-of-pocket costs in the amount of \$_____, to be paid out of the Gross Settlement Fund.

27. This Final Order is a final order and judgment in the Action within the meaning and for the purposes of the New Jersey Rules of Civil Procedure as to all claims between Defendant on the one hand, and the Plaintiffs/Settlement Class Representatives and all Settlement Class Members, on the other hand, and there is no just reason to delay enforcement or appeal. This Final Order does not apply to the defendants' respective cross-claims, which shall continue and over which the Court shall retain jurisdiction.

28. The Clerk of this Court is directed to enter a judgment of dismissal with prejudice and without leave to amend and to close Plaintiffs' Action against the defendants.

29. Without in any way affecting the finality of this Final Order, this Court shall retain continuing jurisdiction over this Action for purposes of:

- a. Enforcing this Final Order and the Settlement Agreement;
- b. Hearing and determining any application by any Settling Party for a settlement bar order;
- c. Presiding over the defendants' respective cross-claims; and
- d. Any other matters related or ancillary to any of the foregoing.

IT IS SO ORDERED.

DATED: _____, 2026

Exhibit D

Superior Court of the State of New Jersey

If you are an owner of a residential property contained within Shieldalloy Metallurgical Corp. Classification Exception Areas (“CEAs”) for groundwater contamination approved in September 2020
YOU MAY BE ENTITLED TO A PAYMENT
from a class action settlement.

*A court authorized this notice. It is not a solicitation from a lawyer. You are not being sued. Please do not contact the Court. Your legal rights are affected whether you act or don't act. **Read this notice carefully.***

OVERVIEW

- Certain residential property owners were notified in or about August 2018 that one or more Classification Exception Areas (“CEAs”) were to be established for certain existing and projected groundwater contamination above groundwater quality standards. The CEAs were established by TRC Companies, Inc. (“TRC”) and approved by the New Jersey Department of Environmental Protection (“NJDEP”) in September 2020. Plaintiffs filed a class action lawsuit against Shieldalloy Metallurgical Corporation (“SMC” or “Defendant”), TRC and other defendants seeking damages for diminution of property value allegedly caused by the CEAs and the requirement to disclose the CEAs upon the sale of Plaintiffs’ property. Defendant has denied and continues to deny that it did anything wrong and that the lawsuit has any merit. Plaintiffs and Defendant have reached a proposed settlement to resolve the lawsuit on a class action basis against all defendants, as described below.
- If, as of [EXECUTION DATE], you own a residential property located within one or both of the CEAs, you are in the Settlement Class and are eligible to file a claim for a settlement payment.
- **IMPORTANT: You must file a claim by [DATE] to be eligible for payment from the settlement. Click here to file a claim.** (Read below or see Questions 6-7 for details)
- Your legal rights **are affected**, and you have a choice to make. Your options are explained here.

YOUR LEGAL RIGHTS AND OPTIONS	
FILE A CLAIM	File a claim by [DATE] to be eligible to receive a payment. See Questions 6-7.
DO NOTHING	Receive no payment and give up the right to sue defendants about the issues in the lawsuit.
OPT OUT	Receive no payment from the settlement and retain any right you may have to sue defendants about the issues in the lawsuit. To opt out, you must mail a signed request for exclusion by [DATE]. See Question 11 for details.
OBJECT OR COMMENT	Object or comment on the proposed settlement by [DATE]. See Question 12 for details. If you object or comment, you can still file a claim and be eligible to receive a payment.

- Questions? Read below or visit www.VinelandShieldalloyLitigation.com or call [TOLL-FREE NUMBER] for more information.

INFORMATION ABOUT THE LAWSUIT AND CLASS

1. What is this lawsuit about?

A class action lawsuit was filed in New Jersey State Court, seeking relief under New Jersey law on behalf of a class of residential property owners who own property located within one or more Classification Exception Areas (“CEAs”) that were established as an institutional control for certain existing and projected groundwater contamination. The lawsuit sought to recover damages incurred by class members for the diminution of their property value as a result of the CEAs. The complaint is available at www.VinelandShieldalloyLitigation.com.

Plaintiffs and Defendant have now agreed to a Settlement Agreement to resolve the lawsuit on a class basis against all defendants, as described below. The Court has not decided whether Plaintiffs’ claims and/or defendants’ defenses are valid. By agreeing to the Settlement Agreement, neither Defendant nor Plaintiffs make any admissions regarding any liability by Defendant or the merits of the allegations, claims, or defenses in this case. Defendant has denied and continues to deny that it did anything wrong and that the lawsuit has any merit.

The Superior Court of the State of New Jersey is overseeing the lawsuit. The lawsuit is known as Cavagnaro v. Shieldalloy Metallurgical Corporation, et. al., GLO-L-816-24 (N.J. Super. Ct. Gloucester County)

2. Why is this a class action?

In a class action, one or more people sue on behalf of themselves and other people with similar claims. All of these people together make up the class and are class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

3. Who is in the Settlement Class?

The “Settlement Class” in this case includes:

All Persons that/who, as of Execution Date, own Residential Property or Residential Properties located, partially or wholly, within the geographical boundary defined by the following classification exception areas established for groundwater contamination other than perchlorate: (a) the Shieldalloy Metallurgical Corp. OU1 CVOC Classification Exception Area proposed and established by TRC and approved on or about September 2, 2020 and/or (b) the Shieldalloy Metallurgical Corp. NW TCE PCE Plume Classification Exception Area proposed and established by TRC and approved on or about September 9, 2020 (each a “CEA” and collectively the “CEAs”). A list of all properties located within either CEA (or both CEAs) is attached as **Exhibit B** (the “Class Properties”) to the Settlement Agreement and is available for review at www.VinelandShieldalloyLitigation.com.

Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection, and any other department of the State of New Jersey or municipal entity are excluded from the Settlement Class.

Also excluded from the Settlement Class are those Persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court’s Preliminary Approval Order.

If you received this notice of settlement by mail, you were identified as being a Settlement Class Member. People in the Settlement Class are called “Settlement Class Members.”

Information about the Settlement and About Filing a Claim for a Payment

4. What are the terms of the proposed settlement?

The complete terms of the proposed Settlement Agreement are available at www.VinelandShieldalloyLitigation.com. This notice provides only a summary of the terms and benefits of the Settlement Agreement, which is set forth below.

5. What are the benefits of the proposed Settlement?

If the Settlement Agreement is approved and becomes final, Defendant will pay **\$1,325,000.00** into a Settlement Fund Account. This money will be used to: (1) make settlement payments to Settlement Class Members, as described at Questions 6-9 below; (2) pay the costs of distributing notice and settlement checks and electronic payments to Settlement Class Members and other costs of administering the settlement; and (3) pay court-awarded attorneys' fees and expenses of the attorneys appointed by the Court to represent the Class ("Class Counsel") and any service awards granted to the Settlement Class Representatives. As explained below, if you file a claim by the deadline and are eligible for a payment, the amount of payment is dependent on your property's location and how many Settlement Class Members file valid claims.

6. How do I get a payment?

You must file a claim by **[DATE]** to be eligible for a settlement payment.

7. How do I file a claim for a payment?

File Online: To file a claim online, click [here](#) or visit www.VinelandShieldalloyLitigation.com

File By Mail: If you prefer, you can also print a paper claim form, available at www.VinelandShieldalloyLitigation.com, fill it out, and mail it to the address listed on the form. Or, if you received notice of this Settlement Agreement by mail you can fill out the claim form that is attached to that notice and mail it to the address listed on the form.

The deadline to file a claim online or by mail is [DATE]. The Settlement Administrator will review all claim forms and determine your eligibility and final payment.

8. How much will the payments be?

An Eligible Claimant that, as of **[EXECUTION DATE]**, owns Class Property located within the well restriction area delineated by Vineland Ordinance No. 86-67 shall be entitled to a payment of \$300. An Eligible Claimant that, as of **[EXECUTION DATE]**, owns a Class Property located outside of the well restriction area delineated by Vineland Ordinance No. 86-67 shall be entitled to a payment equal to no more than 7% of the 2025 tax assessed value of the Eligible Claimant's Class Property¹. Depending on the number of Claims For Payment filed, the amount of this payment may be pro-rata adjusted downward.

Claim Forms may only be submitted by Class Members identified in property tax records as owning the Class Property for which the Claim Form is submitted, as of **[EXECUTION DATE]**. If multiple Claim Forms are submitted by Eligible Claimants for the same Residential Property, then any payment shall be divided equally between the Eligible Claimants.

You must submit a claim by the deadline [DATE] to be eligible to receive a payment.

¹ As indicated for the 2025 tax year per the online tax records available at https://taxrecords-nj.com/pub/cgi/prc6.cgi?district=0801&ms_user=ctb08 (Gloucester County addresses); and https://tax1.co.monmouth.nj.us/cgi-bin/prc6.cgi?&ms_user=ctb06&passwd=&srch_type=0&adv=0&out_type=0&district=0610 (Cumberland County addresses).

9. How and when will payments be sent?

Settlement payments will be issued to Eligible Claimants by check or electronic payment after the Settlement Agreement is approved and becomes final.

For any settlement payments that are uncashed or deemed undeliverable by the Settlement Administrator, those amounts will be treated as unclaimed property of the corresponding Eligible Claimant, subject to applicable state unclaimed property procedures (the additional administrative costs of such unclaimed property process will be deducted from the unclaimed property amounts on a *pro rata* basis).

Your other rights and options

10. What happens if I do nothing?

If you do nothing, you will not receive any settlement payment. **You must file a claim by [DATE] to be eligible to receive a payment.**

If you do nothing, you will release and give up any right you may have to sue defendants about the issues in this lawsuit as set forth in the Settlement Agreement. You will also be legally bound by all of the orders that the Court issues and judgments the Court makes in this class action lawsuit.

11. How do I exclude myself (opt out) from the Settlement Class?

To exclude yourself from the Settlement Class, you must mail a signed request for exclusion to: [SETTLEMENT ADMINISTRATOR ADDRESS].

To be effective, your request for exclusion must be postmarked no later than [DATE], and must include the following information:

- (a) your full name, telephone number, mailing address, and email address;
- (b) a clear statement that you wish to be excluded from the Settlement Class;
- (c) the name of this lawsuit: “Cavagnaro v. Shieldalloy Metallurgical Corporation, et al.”;
and
- (d) your original signature.

12. How do I object or comment?

If you have not excluded yourself from the Settlement Class, you can comment on or object to the settlement, Class Counsel’s request for attorneys’ fees and litigation expenses, and/or the request for service awards for the Settlement Class Representatives. To object or comment, you must file with the Court a signed, written objection/comment including the following:

- (a) the name of this lawsuit: “Cavagnaro v. Shieldalloy Metallurgical Corporation, et al.”;
- (b) your full name, mailing address, telephone number, and email address;
- (c) your original signature;
- (d) a description of the specific reasons for the objection;
- (e) the name, address, bar number and telephone number of your attorney if you are represented by an attorney; and
- (f) a statement about whether or not you intend to appear at the Final Approval Hearing either in person or through an attorney.

To be considered by the Court, your comment or objection must be in writing and electronically filed with the Court no later than [DATE], or mailed to the Clerk of Court at the below address, so that it may be

received by the Clerk of Court and filed on your behalf by [DATE].

THE COURT
Superior Court of New Jersey Gloucester County Clerk of Court 70 Hunter Street Woodbury, New Jersey 08096

Note that you can ask the Court to deny approval of the Settlement by filing an objection, but you cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval of the settlement, no settlement payments will be sent out and the lawsuit will continue. If you would like to request that the Court deny approval, you must object. You have the right to consult with your own attorney, at your own expense, before deciding how best to proceed.

13. What claims will be released by this Settlement?

If you are in the Settlement Class and do not exclude yourself from the Settlement Class, and the settlement is approved and becomes final, the settlement will be legally binding on you and you will be bound by all judgments entered in the case. In exchange for the settlement benefits, you will release all claims against defendants and the “Released Parties” listed in the Settlement Agreement about the issues in the lawsuit, except for personal injury claims. The Settlement Agreement, available at www.VinelandShieldalloyLitigation.com, describes the claims you are releasing (giving up) by staying in the Settlement Class (called “Released Claims”).

14. Do I have a lawyer in this class action?

Yes. The Court has appointed the following attorneys and law firms to represent the Settlement Class Members. These lawyers are called “Class Counsel”:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.
James A. Barry, Esq.
525 Route 73 North, Suite 410
Marlton, NJ 08053
Telephone: (856) 797-9951
Facsimile: (856) 797-9978
Email: sdenittis@denittislaw.com
Email: jbarry@denittislaw.com

You do not have to pay Class Counsel for their time or expenses incurred in this case out of your pocket. Instead, Class Counsel will petition the Court for an award of their fees and expenses; any amount awarded to Class Counsel will be paid from the Gross Settlement Fund.

The Court has also appointed Raymond Cavagnaro, Diane Cavagnaro, and Anthony Alimenti as Settlement Class Representatives to represent the Settlement Class.

15. How will the lawyers be paid?

Class Counsel (see Question 14) will file a motion on or before [DATE] asking the Court to award them attorneys’ fees of up to \$441,622.50 (which is 33.33% of the \$1,325,000.00 Settlement Amount) plus reimbursement of their reasonable litigation expenses. The attorneys’ fees and expenses awarded by the Court will be the only payment to Class Counsel for their efforts in achieving the settlement and for their risk in undertaking this representation on a wholly contingent basis. In addition, Class Counsel will ask the Court on or before [DATE] to award the Settlement Class Representatives representing the Settlement Class a service award

of up to \$40,000.00 total to be shared by the Settlement Class Representatives to compensate them for their efforts and commitment on behalf of the Settlement Class in this lawsuit.

The Court will determine the amount of attorneys' fees, expenses, and service awards to award. Class Counsel's application for attorneys' fees, expenses, and service awards will be available at www.VinelandShieldalloyLitigation.com when it is filed.

16. Should I hire my own lawyer for this case?

You do not need to hire your own lawyer because Class Counsel represents you and the other members of the Settlement Class already. However, you have the right to hire your own lawyer. If you want your own lawyer, you will have to pay that lawyer.

The Court's Final Approval Hearing

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing, currently scheduled for [] a.m. on [DATE], in the New Jersey Superior Court, located at 70 Hunter Street, Woodbury, New Jersey 08096. The hearing may be moved to a different date or time without additional notice and/or may be held remotely or telephonically. Please check www.VinelandShieldalloyLitigation.com for updates or changes.

At the Final Approval Hearing, the Court will consider whether the settlement should be approved as fair, reasonable and adequate. The Court will also consider Class Counsel's application for attorneys' fees, expenses, and service awards. If there are timely objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. So long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Getting more information

20. Where can I get more information?

More information can be found at www.VinelandShieldalloyLitigation.com. That website includes important case deadlines, links to case documents including the full Settlement Agreement, the complaint in this lawsuit, and other information about the lawsuit and the settlement. You can also get more information by calling [TOLL-FREE NUMBER].

PLEASE DO NOT CONTACT THE COURT ABOUT THE SETTLEMENT

Exhibit E

RAYMOND CAVAGNARO and DIANE
CAVAGNARO, on behalf of themselves,
and all others similarly situated,
Plaintiffs,

v.

SHIELDALLOY METALLURGICAL
CORPORATION, AMG CRITICAL
MINERALS, N.V., TRC COMPANIES,
INC.; ABC Corporations (1-10), DEF
Corporations (1-10), and JOHN and/or
JANE DOES (1-10),
Defendants.

:
: SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
: GLOUCESTER COUNTY
:
: DOCKET NO. GLO-L-000816-24
:
: Civil Action
:
: **[PROPOSED] ORDER GRANTING**
: **PRELIMINARY APPROVAL OF CLASS**
: **SETTLEMENT AGREEMENT AND**
: **DIRECTING DISSEMINATION OF**
: **CLASS NOTICE**
:
:

Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement and for Direction of Class Notice Pursuant to N.J. Ct. R. 4:32-2 (“Motion”), filed by Plaintiffs. Plaintiffs and Defendant Shieldalloy Metallurgical Corporation (the “Settling Parties”) have entered into a Class Action Settlement Agreement, dated [DATE] (“Settlement Agreement”). Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, and good cause appearing, the Court hereby ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Settlement Agreement.

2. This Court has subject matter jurisdiction over this matter and has personal jurisdiction over the Settling Parties and the Settlement Class Members for purposes of this settlement. Venue is proper in this Court.

PRELIMINARY APPROVAL

3. The Motion is GRANTED.

4. The Court hereby preliminarily approves the Settlement Agreement and the terms

embodied therein pursuant to N.J. Ct. R. 4:32-2.

5. The Court finds that it will likely be able to approve the Settlement Agreement under N.J. Ct. R. 4:32-2 and to certify the Settlement Class for purposes of judgment on the Settlement Agreement.

6. The Court preliminarily finds that the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members under the relevant considerations. The Court finds that Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent, the Settlement Class. The Court further finds that the Settlement Agreement is the product of arms' length negotiations by the Settling Parties with the assistance of an experienced mediator, Hon. Peter E. Doyne, A.J.S.C. (Ret.), and comes after significant litigation and investigation. The Court preliminarily finds that the relief provided—a non-reversionary common settlement fund of \$1,325,000.—is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and appeal for the Settling Parties, the legal issues presented in this Action, the interests of the Settlement Class, and the method of distributing payments to the Settlement Class (*i.e.*, direct payments by checks or electronic payments). The Court preliminarily finds that the Settlement Agreement treats the Settlement Class Members equitably relative to each other, and that the allocation of settlement funds to Settlement Class Members is reasonable and equitable. Under the terms of the Settlement Agreement, all Settlement Class Members are eligible to submit claims for settlement payments via a simple claim form. The Court will fully assess any request for attorneys' fees and litigation expenses after receiving a motion from Class Counsel supporting such request. At this stage, the Court finds that the plan to request fees and litigation expenses to be paid from the common settlement fund creates no reason not to direct notice to the Settlement Class; should this Court find any aspect of the requested attorneys' fees or expenses unsupported

or unwarranted, such funds will not revert to Defendant.

7. The Court hereby provisionally certifies, for settlement purposes only, the following Settlement Class, pursuant to N.J. Ct. R. 4:32-1(b)(3) and 4:32-2, consisting of:

All Persons that/who, as of the Execution Date, own Residential Property or Residential Properties located, partially or wholly, within the geographical boundary defined by the following classification exception areas established for groundwater contamination other than perchlorate: (a) the Shieldalloy Metallurgical Corp. OU1 CVOC Classification Exception Area proposed and established by TRC and approved on or about September 2, 2020 and/or (b) the Shieldalloy Metallurgical Corp. NW TCE PCE Plume Classification Exception Area proposed and established by TRC and approved on or about September 9, 2020 (each a “CEA” and collectively the “CEAs”). A list of all properties located within either CEA (or both CEAs) is attached as **Exhibit B** to the Settlement Agreement (the “Class Properties”).

Government entities, including, without limitation, the United States, State of New Jersey, the New Jersey Department of Environmental Protection (“NJDEP”), and any other department of the State of New Jersey or municipal entity are not Class Members.

Also excluded from the Settlement Class are those Persons who submit a timely and valid request for exclusion in accordance with the procedures set forth in the Settlement Agreement and in this Court’s Preliminary Approval Order.

8. The Court finds that, for settlement purposes only, the Settlement Class, as defined above, meets the requirements for class certification under N.J. Ct. R. 4:32-1—namely, that (1) the Settlement Class Members are sufficiently numerous such that joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs’ claims are typical of those of the Settlement Class Members; (4) Plaintiffs and Class Counsel have adequately represented, and will continue to adequately represent the interests of the Settlement Class Members; and (5) for purposes of settlement only, the Settlement Class meets the predominance and superiority requirements of N.J. Ct. R. 4:32-1(b)(3).

9. Certification of the Settlement Class and appointment of the Settlement Class Representatives and Class Counsel shall be solely for settlement purposes and without prejudice to the Settling Parties in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect. If the Settlement Agreement is not finally approved by this Court or otherwise does not take effect for any reason, certification of the Settlement Class and any Settlement Class Representative or Class Counsel appointments, and all findings in support thereof, shall be deemed void and vacated. The Settling Parties reserve all rights and defenses as they existed prior to the execution of the Settlement Agreement and this Order in the event the Settlement Agreement is not finally approved by this Court or otherwise does not take effect.

10. The Court hereby appoints Raymond Cavagnaro, Diane Cavagnaro, and Anthony Alimenti as Settlement Class Representatives to represent the Settlement Class.

11. The Court hereby appoints the following attorneys as Class Counsel for the Settlement Class:

DeNITTIS OSEFCHEN PRINCE, P.C.

Stephen P. DeNittis, Esq.

James A. Barry, Esq.

525 Route 73 North, Suite 410

Marlton, NJ 08053

Telephone: (856) 797-9951

Facsimile: (856) 797-9978

Email: sdenittis@denittislaw.com

Email: jbarry@denittislaw.com

12. The Court hereby appoints [INSERT] as Settlement Administrator and directs [INSERT] to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and herein.

NOTICE PROGRAM

13. Pursuant to N.J. Ct. R. 4:32-2(b), the Court approves the Notice Plan set forth at Section VI of the Settlement Agreement. The Court finds that the Notice Plan meets the

requirements of Due Process under the U.S. Constitution and N.J. Ct. R. 4:32-2; and that such Notice Plan, which includes individual direct notice to Settlement Class Members via mail, and the establishment of a Settlement Website and Toll-Free Number is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

14. The Court further finds that the form and content of the Notice (including Exhibit D to the Settlement Agreement) are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or exclude themselves from the Settlement Class (i.e., opt out), and the Settlement Agreement. The Court finds that the Notice clearly and concisely states in plain, easily understood language, inter alia: (i) the nature of the Action; (ii) the definition of the Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who timely and validly requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement Class Members under N.J. Ct. R. 4:32-1 and 4:32-2.

15. The Court directs the Settlement Administrator and the Settling Parties to implement the Notice Plan as set forth in the Settlement Agreement.

CLAIM PROCEDURE

16. The Court approves the form and content of the Claim Form attached as Exhibit A to the Settlement Agreement, approves the Claim Process set forth in the Settlement Agreement for Settlement Class Members to submit a Claim For Payment, and directs the Settling Parties and the Settlement Administrator to implement the Claim Process.

PROCEDURES FOR REQUESTING EXCLUSION OR OBJECTING TO THE SETTLEMENT

17. Settlement Class Members may exclude themselves from the Settlement Class by mailing to the Settlement Administrator, at the address provided in the Website Notice, a request for exclusion that is postmarked no later than sixty (60) days after the Notice Date (the “Exclusion Deadline”).

18. To be effective, the request for exclusion must include (1) the Settlement Class Member’s full name, telephone number, mailing address, and email address; (2) a clear statement that the Settlement Class Member wishes to be excluded from the Settlement Class; (3) the name of this Action: “Cavagnaro v. Shieldalloy Metallurgical Corporation, et al.”; and (4) the Settlement Class Member’s original signature. Requests for exclusion furthermore must be made on an individual basis; “mass,” “class,” or other purported group opt-outs are not effective.

19. Any Settlement Class Member who submits a timely and valid request for exclusion is foreclosed from objecting to the Settlement Agreement or to Class Counsel’s motion for attorneys’ fees, costs, and service awards. If a Settlement Class Member submits both a timely and valid request for exclusion and an objection, the request shall be treated as a request for exclusion.

20. Any Settlement Class Member who does not submit a timely and valid request for exclusion as set forth in the Settlement Agreement shall be bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the Release as defined in the Settlement Agreement, regardless of whether the Settlement Class Member has any pending claims or causes of action against Defendant.

21. Any Settlement Class Member who does not submit a timely and valid request for exclusion shall have the right to object to the Settlement Agreement and/or to Class Counsel’s motion for attorneys’ fees, costs, or service awards, only by complying with the objection

provisions set forth herein and in the Settlement Agreement.

22. Settlement Class Members who object shall remain Settlement Class Members and shall be subject to the Release set forth in this Settlement Agreement if this settlement is approved by the Court and becomes effective. To be considered valid, an objection must be in writing, must be filed with the Court or mailed to the Court at the address listed in the Website Notice, postmarked/mailed no later than eighty (80) days after the Notice Date (the “Objection Deadline”), and must include the following: (1) the name of this Action: “Cavagnaro v. Shieldalloy Metallurgical Corporation, et al.”; (2) the full name, mailing address, telephone number, and email address of the objector; (3) the objector’s original signature; (4) a description of the specific reasons for the objection; (5) the name, address, bar number and telephone number of counsel for the objector, if the objector is represented by an attorney; and (6) statement on whether the objector intends to appear at the Final Approval Hearing either in person or through counsel. Any Settlement Class Member who does not timely submit an objection in accordance with this section shall waive the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement Agreement or to Class Counsel’s motion for attorneys’ fees, costs, and service awards. Any Settlement Class Member who objects to the Settlement Agreement shall nevertheless be eligible for all benefits of the Settlement Agreement if it is approved and becomes final.

FINAL APPROVAL HEARING

23. The Court will hold a Final Approval Hearing on [DATE] at the Superior Court of New Jersey, Gloucester County located at 70 Hunter Street Woodbury, New Jersey.

24. The purposes of the Final Approval Hearing will be to: (i) determine whether the Settlement Agreement should be finally approved by the Court as fair, reasonable, adequate, and

in the best interests of the Settlement Class; (ii) determine whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class should be finally certified; (iv) rule on Class Counsel's motion for attorneys' fees, costs, and service awards; (v) consider any properly filed objections; and (vi) consider any other matters necessary in connection with the final approval of the Settlement Agreement.

25. By no later than seventy (70) days after the Notice Date, Plaintiffs and Class Counsel shall file their: (a) motion for final approval of the Settlement Agreement, requesting entry of the Final Approval Order and Judgment; and (b) motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these document(s) shall be posted on the Settlement Website.

26. By no later than twenty-one (21) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Class Counsel for filing with the Court) copies of any objections received by the Settlement Administrator.

27. By no later than seven (7) days before the Final Approval Hearing, the Parties shall file any responses to any Settlement Class Member objections, and any reply papers in support of the motion for final approval of the Settlement Agreement and/or in support of Class Counsel's motion for attorneys' fees, costs, and service awards.

28. By no later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall file with the Court (or provide to Class Counsel for filing with the Court) a declaration providing a complete and final list of Class Members who submitted timely and valid requests for exclusion.

29. The Court may, in its discretion, modify the date and/or time of the Final Approval Hearing, and may order that this hearing be held remotely or telephonically. In the event the Court

changes the date, time, and/or the format of the Final Approval Hearing, Class Counsel shall ensure that the updated information is posted on the Settlement Website.

30. Only Settlement Class Members who have submitted timely and valid objections, in accordance with the requirements of this Preliminary Approval Order, may be heard at the Final Approval Hearing.

OTHER PROVISIONS

31. If the Settlement Agreement, including any amendment made in accordance therewith, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement Agreement and any actions taken or to be taken in connection therewith (including this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall become null and void and of no further force and effect except for (i) any obligations to pay for any expense incurred in connection with Notice and administration as set forth in the Settlement Agreement, and (ii) any other obligations or provisions that are expressly designated in the Settlement Agreement to survive the termination of the Settlement Agreement, including the Settling Parties' agreement to cooperate in asking the Court to set a reasonable schedule for the resumption of this Action.

32. Other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, all proceedings in this Action are hereby stayed and suspended until further order of this Court.

33. Pending final determination of whether the Settlement Agreement should be finally approved, Plaintiffs and all members of the Settlement Class are barred and enjoined from instituting, maintaining, prosecuting, continuing, or otherwise asserting any Released Claim against the Released Parties, excluding any efforts in furtherance of the Settlement Agreement.

This bar and injunction are necessary to protect and effectuate the Settlement Agreement and this Preliminary Approval Order, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction.

34. The Court retains jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement Agreement, including enforcement of the Release provided for in the Settlement Agreement.

35. The Settling Parties are directed to use all reasonable efforts to implement and accomplish the terms and conditions of the Settlement Agreement should it be finally approved.

36. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to Settlement Class Members. Without further order of the Court, the Settling Parties may agree to make non-material modifications in implementing the Settlement Agreement that are not inconsistent with this Preliminary Approval Order.

IT IS SO ORDERED.

Date: _____
