

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

IN RE: STEEL ANTITRUST LITIGATION

Case No. 08-cv-5214

**THIS DOCUMENT RELATES TO
ALL DIRECT PURCHASER ACTIONS:**

Hon. James B. Zagel

*Standard Iron Works v. ArcelorMittal et al.,
Case No. 08-cv-5214*

*Wilmington Steel Processing Co., Inc. v.
ArcelorMittal, et al., Case No. 08-cv-5371*

*Capow, Inc. d/b/a Eastern States Steel v.
ArcelorMittal, et al., Case No. 08-cv-5633*

*Alco Industries, Inc. v. ArcelorMittal, et al.,
Case No. 08-cv-6197*

*Gulf Stream Builders Supply, Inc. v.
ArcelorMittal, et al., Case No. 10-cv-4236*

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into as of the 29th day of May, 2014, by ArcelorMittal S.A., ArcelorMittal USA LLC (collectively “ArcelorMittal” or “Settling Defendants”) and Standard Iron Works, Wilmington Steel Processing Co., Inc., Capow, Inc. d/b/a Eastern States Steel, Alco Industries, Inc., and Gulf Stream Builders Supply, Inc., in their individual capacities and in their capacity as representatives of a proposed Settlement Class, as defined herein (“Plaintiffs”) (collectively referred to as “the Parties”):

WHEREAS, there is pending in the United States District Court for the Northern District of Illinois, Eastern Division, a Class Action Complaint for Damages captioned *Standard Iron*

Works v. ArcelorMittal, et al., Case No. 08-C-5214, that was filed on September 12, 2008 (“Complaint”) and consolidated with several related cases,¹ in which Plaintiffs allege, among other things, that defendants unlawfully agreed to restrict the output of steel products in the United States, in violation of the Sherman Act, 15 U.S.C. § 1 et seq. (the “Action”);

WHEREAS, Settling Defendants deny any and all wrongdoing in connection with the claims that have or could have been alleged against them in the Action and have asserted a number of defenses to Plaintiffs’ claims;

WHEREAS, Settling Defendants, through their counsel, and Plaintiffs, through their counsel, have engaged in vigorous, arms-length negotiations that led to this Settlement Agreement, which embodies all of the terms and conditions of the settlement among the Parties, subject to approval of this Settlement Agreement by the Court;

WHEREAS, Plaintiffs are represented in the Action by Kellogg, Huber, Hansen, Todd, Evans & Figel, P.L.L.C., and Fine, Kaplan and Black, R.P.C. (collectively, “Interim Co-Lead Class Counsel”), along with other counsel (collectively with Interim Co-Lead Class Counsel, “Plaintiffs’ Counsel”), and Settling Defendants are represented in the Action by Cleary Gottlieb Steen & Hamilton LLP and Mayer Brown LLP (collectively, “Defendants’ Counsel”);

WHEREAS, Plaintiffs’ Counsel have concluded, despite their belief after extensive discovery and investigation of the facts that their claims have merit, after carefully considering the circumstances of the case, including the claims asserted in the Complaint and the possible legal and factual defenses thereto, that it would be in the best interests of the Settlement Class to

¹ Putative class representatives filed seven direct purchaser class actions in this Court, which have been consolidated in this action: *Standard Iron Works v. ArcelorMittal et al.*, No. 08 C 5214; *Wilmington Steel Processing Co., Inc. v. ArcelorMittal et al.*, No. 08 C 5371; *Capow, Inc. v. ArcelorMittal et al.*, No. 08 C 5633; *MPM Display, Inc. v. ArcelorMittal et al.*, No. 08 C 5700; *REM Sys., Inc. v. ArcelorMittal et al.*, No. 08 C 5942; *Alco Indus. Inc. v. ArcelorMittal, et al.*, No. 08 C 06197, and *Gulf Stream Builders Supply, Inc. v. ArcelorMittal, et al.*, No. 10-cv-4263. The MPM Display and REM Systems cases were voluntarily dismissed.

enter into this Settlement Agreement in order to avoid the uncertainties of litigation and assure that the benefits reflected herein are obtained for the Settlement Class and, further, that Plaintiffs' Counsel consider the settlement set forth herein to be fair, reasonable and adequate and in the best interests of the Plaintiffs and all members of the Settlement Class;

WHEREAS, Settling Defendants, despite their belief, after extensive discovery and investigation of the facts, that the claims lack merit and that they have full and complete defenses to the claims asserted against them, have agreed to enter into this Settlement Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation, and to thereby put to rest with finality this controversy with Plaintiffs and the Settlement Class;

WHEREAS, Settling Defendants and Plaintiffs have had a full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of the Settlement Agreement and have not relied on any representations (or the lack thereof) made by any other party concerning the circumstances leading to this Settlement Agreement;

NOW, THEREFORE, it is agreed between Settling Defendants and Plaintiffs, and by and through Plaintiffs' Counsel and Defendants' Counsel, in consideration for the mutual covenants contained in this Settlement Agreement and other good and valuable consideration the adequacy of which is hereby acknowledged, that the Action against Settling Defendants be settled, compromised and dismissed on the merits and with prejudice and, except as hereafter provided, without costs, expenses or fees as to Plaintiffs or Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

1. Settlement Class. The proposed Settlement Class shall consist of:

All persons (excluding Defendants, their present and former parents, subsidiaries, affiliates, joint ventures, co-conspirators and government entities) who Purchased Steel Products directly from any of the defendants in *Standard Iron Works v. ArcelorMittal et*

al., Case No. 08-C-5214, or their subsidiaries or controlled affiliates at any time between April 1, 2005 and December 31, 2007 (“the Settlement Class Period”) for delivery in the United States.

For purposes of the class definition, the terms “Steel Products” and “Purchased” are more specifically defined as follows:

“Steel Products” are defined as products derived from raw carbon steel and sold directly by any of the Defendants or their subsidiaries or controlled affiliates in the United States, including all carbon steel slabs, plates, sheet and coil products, galvanized and other coated sheet products; billets, blooms, rebar, merchant bar, beams and other structural shapes; and all other steel products derived from raw carbon steel and sold by Defendants except as specifically excluded below.

“Steel Products” specifically exclude the following product categories: stainless steel; grain-oriented electrical steel; tin mill products; clad plate (i.e., nickel, stainless or copper clad plate); steel pipe and other tubular products; “special bar quality” products; wire rod and other wire products; grinding balls; fabricated rebar products; fabricated steel joist, decking, fence posts and other fabricated building products; welded steel blanks; and steel products purchased under toll processing agreements.

The term “Purchased” includes all transactions for which pricing was negotiated during the class period and delivery was received during the class period. The class definition also includes transactions for which a sales contract was negotiated before the class period but (i) delivery was received during the class period and (ii) the actual transaction price under the contract was adjusted (or indexed) based on market pricing that prevailed during the class period.

2. Reasonable Best Efforts to Effectuate This Settlement Agreement. The

Parties shall undertake their reasonable best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Settlement Agreement.

3. Motion for Preliminary Approval. As soon as practicable following the

execution of this Settlement Agreement, Plaintiffs' Counsel shall submit to the Court a motion, which shall not be opposed by Settling Defendant, seeking entry of an order ("Preliminary Approval Order") preliminarily approving the Settlement Agreement, certifying the Settlement Class solely for the purposes of this Settlement Agreement, approving the Notice and Notice Plan, and suspending all deadlines as against Settling Defendants until the Court renders a final decision concerning the approval of the Settlement Agreement, and if it approves the Settlement Agreement, enters the final judgment.

4. Notice to Settlement Class. Upon entry of the Preliminary Approval Order, Plaintiffs' Counsel shall, in accordance with the Preliminary Approval Order, provide notice of the proposed settlement to members of the Settlement Class. Prior to submission of the proposed Notice and Notice Plan to the Court, Plaintiffs' Counsel will provide a draft Notice and Notice Plan to Settling Defendants for their comments and approval. Plaintiffs' Counsel will, in good faith, consider Settling Defendants' comments, and Settling Defendants reserve the right to call to the Court's attention any deficiencies they believe exist in the Notice or Notice Plan. The Notice and Notice Plan will be reasonably calculated to apprise members of the Settlement Class of the pendency of the Action, the Settlement Agreement, and their opportunity to be heard in connection therewith. The Notice Plan will provide that Notice will be given (i) by direct mail to members of the Settlement Class who can be identified through reasonable efforts, and if necessary (ii) by publication to all members of the Settlement Class in selected media.

5. Rights of Exclusion and Opt Out Reductions. Members of the Settlement Class shall have the right to exclude themselves from the Settlement Class pursuant to the procedure set forth in the Notice and by the date set therein (the "Opt Out Deadline"). Settling Defendants shall not, directly or indirectly, solicit or encourage any class member to opt out. Should Settling

Defendants receive any inquiries from members of the Settlement Class regarding opting out, Settling Defendants shall refer such members of the Settlement Class to Interim Co-Lead Class Counsel. Each member of the Settlement Class that does not file a timely written request for exclusion in accordance with the procedures set forth in the Notice, or that files such a request and rescinds it, shall be bound by all of the terms of this Settlement Agreement, including the Release defined in Paragraph 13. Within ten (10) banking days of the conclusion of the period in which the members of the Settlement Class may file a written request for exclusion, Interim Co-Lead Class Counsel shall deliver to Defendants' Counsel (a) all such requests received from parties otherwise eligible to be members of the Settlement Class and who have not rescinded such requests (collectively, the "Opt Out Members"), (b) the total dollar amount of each of the Opt Out Members' direct purchases of steel products from Defendants for delivery in the United States during the Settlement Class Period (collectively, "Opt Out Sales"), as reported in the backup materials produced with the Rebuttal Expert Report of James T. McClave, (c) the total dollar amount of the Settlement Class's direct purchases (including the Opt Out Sales) of steel products from Defendants for delivery in the United States during the Settlement Class Period ("Class Sales"), as reported in the backup materials produced with the Rebuttal Expert Report of James T. McClave, and (d) a calculation of the "Opt Out Percentage," defined as the Opt Out Sales divided by Class Sales (expressed as a percentage). The "Post Opt Out Settlement Amount Determination Date" shall mean the date on which the Opt Out Sales, the Class Sales, and the Opt Out Percentage are all conveyed to Settling Defendants. If the Opt Out Percentage is greater than thirty (30) percent, then the Settling Defendants shall have the option to terminate this Agreement according to the terms of Paragraphs 15 and 16. To exercise their termination option, the Settling Defendants must send written notice of termination to Interim Co-Lead Class

Counsel within ten (10) banking days of the Post Opt Out Settlement Amount Determination Date. Alternatively, if the Opt Out Percentage is greater than thirty (30) percent, the Parties may agree that, in lieu of Settling Defendants exercising their option to terminate this Agreement, the Settlement Amount can be reduced by an amount equal to the Settlement Amount times the difference between the Opt Out Percentage and thirty (30) percent, and an amount of money equal to the Settlement Amount times the difference between the Opt Out Percentage and thirty (30) percent shall be returned to Settling Defendants by the Settlement Administrator. If, by the Opt Out Deadline, the Court has not yet issued a decision on Plaintiffs' Motion for Class Certification, Plaintiffs and Settling Defendants will jointly request that the Court refrain from issuing a decision on that motion until after expiration of Settling Defendants' termination option, if any. Members of the Settlement Class also shall have the right to object to the fairness, reasonableness or adequacy of the Settlement or any part thereof, in accordance with the terms and conditions set forth in the Notice and the Preliminary Approval Order.

6. Motion for Final Approval and Entry of Final Judgment. At a final fairness hearing, Plaintiffs' Counsel shall seek entry of an order and final judgment (the "Final Order and Judgment") finally approving the Settlement. Plaintiffs' Counsel may, at their sole discretion, also request from the Court an award of attorneys' fees and/or reimbursement of litigation costs and expenses, and/or incentive awards for the class representatives ("Incentive Awards"), to be paid out of the Settlement Fund. Settling Defendants will not oppose Plaintiffs' request for final approval of the Settlement; Settling Defendants will not oppose Plaintiffs' Counsel's request for an award of attorneys' fees and/or reimbursement of litigation expenses; and Settling Defendants will not oppose Plaintiffs' Counsel's request for incentive awards for the class representatives.

7. **Finality.** This Settlement Agreement shall become Final upon the occurrence of all of the following:

- a. Entry, as provided in Paragraph 6 above, is made of the Final Order and Judgment; and
- b. The time for appeal or to seek permission to appeal from the Final Order and Judgment expires, or if appealed, either (i) such appeal is dismissed with prejudice prior to resolution by the applicable court; (ii) the Final Order and Judgment is affirmed in its entirety by the court of last resort to which such appeal may be, and is, taken; or (iii) the Final Order and Judgment is modified and finally entered and neither Settling Defendants nor Plaintiffs elect to terminate the Settlement Agreement pursuant to Paragraph 15 below.

8. **Settlement Administrator.** Pursuant to the Preliminary Approval Order, Plaintiffs' Counsel shall engage a qualified settlement administrator (the "Settlement Administrator") to assist with the settlement claims process, if any, and perform certain ministerial functions concerning the Escrow Account as set forth in Paragraph 10. All Court approved costs and expenses reasonably and actually incurred by the Settlement Administrator in connection with providing notice to the Settlement Class, communicating with members of the Settlement Class, and, if applicable, administering and distributing the Settlement Fund ("Notice and Administration Costs") shall be paid solely from the Settlement Fund, in accordance with Paragraph 11(b). Notice and Administration Costs shall not include any amounts attributable to the Expense Amount as defined in Paragraph 11(c).

9. **The Settlement Fund.** Subject to the provisions hereof, and in full, complete, and final settlement of this matter as provided herein, within ten (10) business days after entry of the Preliminary Approval Order, Settling Defendants shall pay by wire transfer ninety (90) million U.S. dollars (\$90,000,000) (the "Settlement Amount") into an escrow account ("Escrow

Account”) established and administered pursuant to an escrow agreement agreeable to the Parties (“Escrow Agreement”). Settling Defendants shall have no payment obligation after the payment of the Settlement Amount. The Escrow Account shall be administered by an escrow agent mutually satisfactory to Settling Defendants and Interim Co-Lead Class Counsel (the “Escrow Agent”). In accordance with the Escrow Agreement, the Escrow Agent shall be instructed to invest the Settlement Amount in United States Treasury Bills, United States Treasury Notes, or other instruments insured or guaranteed by the full faith and credit of the United States, and any interest earned on the Settlement Amount (together with the Settlement Amount) shall become part of the “Settlement Fund.” The Attorneys’ Fees, Expense Amount, Incentive Awards, Notice and Administration Costs, Tax Expenses and any other costs of implementing the Settlement Agreement as the Court may determine shall be paid solely from the Settlement Fund. The Settlement Fund shall be paid and distributed in accordance with orders of the Court, this Settlement Agreement and the Escrow Agreement. Settling Defendants shall take no position, and shall have no obligation, responsibility or liability with respect to the management, allocation, administration or distribution of the Settlement Fund.

10. Escrow Account.

a. The Parties agree to treat the Escrow Account and the Settlement Fund at all times as a single “qualified settlement fund” within the meaning of Treas. Reg. Section 1.468B-1. All necessary steps shall be taken to ensure that the Escrow Account and Settlement Fund are treated as a “qualified settlement fund” in accordance with Treasury Regulation 1.468B-1. The Parties and their respective agents shall not take any action that would adversely affect the qualification of the Escrow Account and the Settlement Fund as a qualified settlement fund or would cause the Escrow Account and the Settlement Fund to be treated as a grantor trust for tax purposes. At the

request of Settling Defendants, a “relation back election” as described in Treas. Reg. §1.468B-1(j) shall be made so as to enable the Settlement Fund to be treated as a qualified settlement fund from the earliest date possible and all parties shall take all steps necessary or appropriate to this end.

b. For the purposes of Section 468B of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.468B-2(k)(3), the “administrator” shall be the Settlement Administrator. The Parties agree that the Settlement Administrator shall be engaged to timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Account (including without limitation the returns described in Treas. Reg. Section 1.468B-2(k)(1) and Treas. Reg. Section 1.468B2(l)). Such returns shall be consistent with this subparagraph (b) and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Escrow Account shall be paid out of the Escrow Account as provided in subparagraph (c) herein.

c. All taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned on the Settlement Fund by the Escrow Account (“Taxes”) shall be paid out of the Escrow Account upon joint written instructions from Interim Co-Lead Class Counsel and Defendants’ Counsel, in accordance with Paragraph 11(a). All expenses and costs incurred by the Settlement Administrator in connection with the operation and implementation of this paragraph (including, without limitation, reasonable expenses of tax attorneys and/or accountants and mailing and distribution costs, expenses or penalties relating to filing (or failing to file) the returns described in this paragraph) (“Tax Expenses”) shall be treated as, and considered to be, an Administration Cost of the settlement and shall be paid upon Court order in accordance with Paragraph 11(b). The Settlement Administrator shall be obligated (notwithstanding anything

herein to the contrary) to withhold from distribution any funds necessary to pay Taxes and Tax Expenses.

11. Distribution of the Settlement Fund. The Parties agree that the Settlement Fund shall be paid out as follows:

- a. Taxes shall be paid in accordance with Paragraph 10 above.
- b. After entry of an order approving such distribution, the Settlement Administrator shall be paid Notice and Administration Costs and Tax Expenses.
- c. After entry of an order awarding attorneys' fees to Plaintiffs' Counsel ("Attorneys' Fees") and/or reimbursement of litigation expenses, e.g., expert fees, hearing and deposition expenses, e-discovery expenses, travel expenses, etc., to Plaintiffs' Counsel (the "Expense Amount"), and within five (5) banking days following written certification by Interim Co-Lead Class Counsel and counsel for Settling Defendants that the Effective Date (as defined in Paragraph 12 below) has occurred, the Attorneys' Fees and/or Expense Amount, or \$25 million, whichever is less, may be paid in accordance with the written instructions of Interim Co-Lead Class Counsel; provided, however, that any Plaintiffs' Counsel seeking to draw down their share of the Attorneys' Fees or Expense Amount prior to the Settlement Agreement becoming Final shall submit to the Settlement Administrator a Letter of Credit or Letters of Credit on terms and issued by banks acceptable to Settling Defendants securing repayment in the amount of the draw down.
- d. After entry of an order awarding Attorneys' Fees and/or an Expense Amount, and within five (5) banking days after receipt of written notification by Interim Co-Lead Class Counsel and Defendants' Counsel that the Settlement Agreement has become Final (as defined in Paragraph 7 above), any then-unpaid portion of the Attorneys' Fees and/or Expense Amount,

e.g., any portion in excess of the amounts drawn down in accordance with subparagraph (c) above, shall be paid in accordance with the written instructions of Interim Co-Lead Class Counsel.

e. After entry of an order awarding Incentive Awards, and within five (5) banking days after receipt of written notification by Interim Co-Lead Class Counsel and Defendants' Counsel that the Settlement Agreement has become Final (as defined in Paragraph 7 above), any Incentive Awards shall be paid in accordance with the written instructions of Interim Co-Lead Class Counsel.

f. Within five (5) banking days following written certification by Interim Co-Lead Class Counsel and counsel for Settling Defendants that the Effective Date will not occur, and in accordance with written instructions of Settling Defendants, that portion of the Settlement Fund, including accrued interest thereon, that remains after an allowance for any unpaid Notice and Administration Costs and Tax Expenses shall be paid to Settling Defendants.

g. If funds remain in the Settlement Fund after payment of the amounts set forth in subparagraphs (a)-(e) above, then (i) after written certification by counsel for Settling Defendants and Interim Co-Lead Class Counsel that the Settlement Agreement is Final pursuant to Paragraph 7 hereof, and (ii) after receipt of an order of the Court approving distribution of the Settlement Fund to the Settlement Class, the remaining Settlement Funds shall be distributed as ordered by the Court; provided, however, that any amounts in the Escrow Account necessary for Taxes or Tax Expenses shall remain in the Escrow Account.

h. Each member of the Settlement Class shall look solely to the Settlement Amount for settlement and satisfaction, as provided herein, of all claims released by the Releasers (as defined below). Other than payment of the Settlement Amount, Settling Defendants shall not be liable

for any fees or expenses of Plaintiffs' Counsel, Plaintiffs, or any member of the Settlement Class in connection with the Action or any Released Claims (as defined below). Plaintiffs' Counsel agree that they will not seek any additional fees or expenses from Settling Defendants in connection with the Action and the Settlement Agreement, set forth herein.

i. In the event that the Final Order and Judgment is reversed on appeal, in whole or in part, and the Settlement Agreement is terminated pursuant to Paragraph 15 below, then (i) Plaintiffs' Counsel shall reimburse the Settlement Fund within ten (10) days of all or the pertinent portion of any draw down of Attorneys' Fees or Expense Amounts, described above in subparagraph (c) with interest, calculated at the rate of interest published in the *Wall Street Journal* for three-month U.S. Treasury Bills as of the close of the date that the draw-down was distributed, and (ii) within five (5) banking days thereafter, upon receipt of written certification by Interim Co-Lead Class Counsel and counsel for Settling Defendants that the Settlement Agreement has terminated, and in accordance with written instructions of counsel for Settling Defendants, that portion of the Settlement Fund, including any interest thereon, that remains after an allowance for any unpaid Notice and Administration Costs and Tax Expenses shall be distributed to Settling Defendants. The Settlement Administrator may present the Letter(s) of Credit in the event Plaintiffs' Counsel fails to honor the obligation to repay the amount withdrawn.

j. In the event that the Settlement Agreement is not terminated but the Court's order awarding the Attorneys' Fees or Expense Amount is vacated, in whole or in part, then by a date no later than ten (10) days after finality of such an order (including any appeals or proceedings on remand), Plaintiffs' Counsel, and each of them, shall be obligated to return, and do hereby agree that they shall return to the Settlement Fund, any vacated portion of the Attorneys' Fees

and/or Expense Amount that has been distributed to them. The Settlement Administrator may present the Letter(s) of Credit in the event Plaintiffs' Counsel fails to honor the obligation to repay the amount withdrawn.

12. Effective Date of Settlement Agreement. The Effective Date of this Settlement Agreement shall be the first day after which all of the following events and conditions of this Settlement Agreement have been met or have occurred:

- a. Counsel for Settling Defendants and Interim Co-Lead Class Counsel have executed this Settlement Agreement;
- b. The Preliminary Approval Order has been entered;
- c. The deadline for members of the Settlement Class to request exclusion from the Settlement has passed; and
- d. The Court has entered the Final Order and Judgment approving the Settlement.

13. Releases.

a. Upon the Effective Date, all members of the Settlement Class, on behalf of themselves and their respective past, present, direct and indirect parents, subsidiaries, affiliates, predecessors and successors, and the past and present officers, directors, employees, agents, insurers, attorneys, shareholders, joint ventures, partners, and representatives, as well as the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing ("Releasers") shall be deemed to have, and by operation of the Final Order and Judgment, shall have, fully, finally, and forever released and discharged Settling Defendants, their past and present, direct and indirect parents, subsidiaries, affiliates, predecessors and successors, and the past and present officers, directors, employees, agents, insurers, attorneys, shareholders, joint ventures, partners, and representatives, as well as the predecessors, successors, heirs, executors, administrators, and

assigns of each of the foregoing (“Released Parties”) from all claims, actions, causes of action, lawsuits, damages, liabilities, costs, expenses, whether class or individual in nature, whether known or unknown, foreseen or unforeseen, existing in the past, existing in the present or arising in the future, that were or could have been alleged in this Action (“Released Claims”). Each Releasor hereby covenants and agrees that it shall not, hereafter, seek to establish liability against any Released Party based in whole or in part on any Released Claims.

b. In addition, each Releasor hereby expressly waives and releases, upon this Settlement Agreement becoming final, any and all provisions, rights, or benefits conferred by section 1542 of the California Civil Code, which provides:

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

and any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to section 1542 of the California Civil Code. Each member of the Settlement Class may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the Released Claims. Nevertheless, each member of the Settlement Class hereby expressly waives and fully, finally and forever settles and releases, upon this Settlement Agreement becoming final, the Released Claims, whether any Released Claim is known or unknown, suspected or unsuspected, contingent or non-contingent, concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor further forever waives and relinquishes any and all rights and benefits existing under any law or principle of law in any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above without regard to the subsequent discovery or existence of other or different facts.

c. The Releases set forth herein shall not release any claims, whether pending or not, whether known or unknown, for product liability, personal injury, breach of warranty, or breach of contract, nor shall they release claims under the Uniform Commercial Code or any other claims whatsoever that are not related to the subject matter of the Complaint.

14. Reservation of Claims. This Settlement Agreement does not settle or compromise any claims by Plaintiffs or any member of the Settlement Class against any party other than the Released Parties. The members of the Settlement Class intend by this Settlement Agreement to settle with and release only the Released Parties, and the Parties do not intend this Settlement Agreement, or any part hereof, to release or otherwise affect in any way any rights members of the Settlement Class have or may have against any other party or entity whatsoever, including but not limited to non-settling defendants United States Steel Corporation, Nucor Corporation, Steel Dynamics, Inc., and SSAB Swedish Steel Corporation, and their past and present, direct or indirect parents, subsidiaries, affiliates, predecessors or successors. All rights of any member of the Settlement Class against non-settling defendants or any other person or entity (other than the Released Parties) for sales made by Settling Defendants are specifically reserved by Plaintiffs and the members of the Settlement Class. Sales of Steel Products by the Settling Defendants in the United States shall remain the subject of damages and/or joint and several liability claims in the Action against defendants other than Settling Defendants and/or against any future defendants other than the Released Parties.

15. Rights to Terminate Settlement. If the Court does not finally approve this Settlement Agreement in its entirety, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Final Order and Judgment substantially in the form presented to it, or if the Court enters the Final Order and Judgment and appellate review is

sought and, on such review, such Final Order and Judgment is not affirmed or is affirmed with material modifications, then this Settlement Agreement may be terminated upon the election of Settling Defendants or Plaintiffs' Counsel. A modification or reversal on appeal of (i) any amount of Attorneys' Fees, Expense Amount or Incentive Awards awarded by the Court from the Settlement Fund, or (ii) a proposed plan of distribution, shall not be deemed a material modification of all or a part of the terms of this Settlement Agreement or Final Order and shall not give rise to any right of termination. Except as provided in this paragraph and in Paragraph 5, no party or counsel shall have any other right to terminate this Settlement Agreement.

16. Effect of Termination. If this Settlement Agreement is terminated pursuant to Paragraph 15, then (a) any Attorneys' Fees or Expense Amounts paid to Plaintiffs' Counsel shall be paid to the Settlement Fund in accordance with Paragraph 11(h); (b) the Settlement Fund, net of (i) Tax Expenses, and (ii) Notice and Administration Costs, shall be returned to the Settling Defendants; (c) the Settlement Agreement shall be of no force or effect, except for payment of Tax Expenses and Notice and Administration Costs from the Settlement Fund; (d) any Release pursuant to Paragraph 13 shall be of no force or effect; and (e) the Parties will return to litigation of this Action as if the Settlement Agreement had never happened, with all Parties bound by all Orders of the Court regardless of the date of entry. The Parties otherwise expressly reserve all of their rights if this Settlement Agreement is terminated or does not become final.

17. No Admission; Reservation of Rights. Neither this Settlement Agreement, whether it becomes final or not, nor any negotiations, documents, or discussions associated with it, nor any proceedings undertaken in accordance with the terms set forth herein, shall be construed as or deemed to be evidence of or an admission or concession by Settling Defendants in any action or proceeding of any kind whatsoever, civil, criminal, or otherwise, before any

court, administrative agency, regulatory body, or any other body or authority, present or future, of any violation of any statute or law, of any liability or wrongdoing by Settling Defendants, or of the truth or validity of any of the claims or allegations contained in the Complaint or any other pleading that Plaintiffs or the Settlement Class have or could have asserted against Settling Defendants including, without limitation, that Settling Defendants have engaged in any conduct or practice that violates any antitrust statute, or other law, regulation or obligation. Settling Defendants expressly deny any liability whatsoever for any and all such claims and allegations.

18. Cooperation. Once the Settlement Agreement becomes final, Settling Defendants agree to:

- a. Cooperate with Plaintiffs to authenticate and qualify as business records, if applicable, up to 75 of its documents that are identified by Plaintiffs as potential trial exhibits, either via written affidavit or, if required by the Court, by providing a custodian of records witness;
- b. Use reasonable best efforts to assist Plaintiffs to locate and interview any former employees of Settling Defendants identified in Plaintiffs' November 19, 2010 Motion to Compel regarding the facts alleged in this Action;
- c. Make up to four (4) current officers and employees to be agreed by the Parties available for interviews regarding the facts alleged in this Action, including up to two (2) foreign officers and directors. An interview for purposes of this paragraph shall be on terms to be agreed by the Parties;
- d. Make at least one (1) foreign officer or director to be agreed by the Parties available for testimony. Testimony of a foreign officer or director shall be on terms to be

agreed by the Parties, and in an agreed location and format sufficient to render it admissible for purposes of the Action;

- e. Assist Plaintiffs in attempting to obtain phone records from carriers;
- f. Produce, at a time to be agreed by the Parties and at Settling Defendants' expense, (i) all non-privileged documents relevant to the subject matter of the Action that have been collected by Defendants' Counsel to date but that have not yet been produced; and (ii) all non-privileged documents kept in the files of the custodians previously identified in the Action, or in central files, or already collected by counsel and not already produced, that are related to (1) trade association events mentioned in the Action, (2) any other inter-defendant communications, and (3) any planned or actual reductions in output at Settling Defendants', or any other Defendants', steel mills in the United States; and
- g. Produce, at a time to be agreed by the Parties and at Plaintiffs' option and expense (which expense shall not include attorney's fees), all non-privileged documents kept in the files of the custodians previously identified in the Action, or in central files, or already collected by counsel and not already produced, that contain (i) phone records, including without limitation phone bills, for phone numbers used by said custodians; (ii) travel and expense records for said custodians; and (iii) handwritten notes, journals, day planners, calendars, and similar documents for said custodians.

Documents identified as privileged using search terms agreed with Plaintiffs, along with documents otherwise reviewed for privileged content, will be withheld from production. Should Plaintiffs identify any privileged document that has been inadvertently produced as a result of this Settlement Agreement, they shall immediately return the inadvertently-produced document

to Settling Defendants and advise Settling Defendants of all parties to whom the document has been produced. Counsel for Settling Defendants further agree to use their reasonable best efforts to assist Plaintiffs in effecting the goals of this paragraph.

19. Confidentiality. All orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement Agreement.

20. Consent to Jurisdiction. Settling Defendants, Plaintiffs, Defendants' Counsel, Plaintiffs' Counsel and the Settlement Class hereby submit to the exclusive jurisdiction of the Court for the purpose of any suit, action, proceeding, or dispute seeking enforcement of this Settlement Agreement or any of the terms herein or the applicability of this Settlement Agreement or the Escrow Account.

21. Resolution of Disputes: Retention of Jurisdiction. Any disputes between or among Settling Defendants, Plaintiffs, Plaintiffs' Counsel, Defendant's Counsel and any member of the Settlement Class concerning matters contained in this Settlement Agreement, the Escrow Account and all related agreements and matters shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court, with the exception of disputes solely between Settling Defendants. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement, the Escrow Account and all related agreements and matters.

22. Authorization to Enter Settlement Agreement. The undersigned representatives of Settling Defendants represent that they are fully authorized to enter into and to execute this Settlement Agreement on behalf of Settling Defendants. The undersigned representatives of Plaintiffs represent that they are fully authorized to enter into and to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class, subject to Court approval.

23. No Party Is the Drafter. None of the parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

24. Choice of Law. All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Illinois without regard to its choice-of-law or conflict-of-laws principles.

25. Amendment; Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the Parties hereto, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

26. Execution in Counterparts. This Settlement Agreement may be executed in counterparts. Facsimile or .pdf signatures shall be considered as valid signatures as of the date thereof.

27. Integrated Agreement. This Settlement Agreement comprises the entire, complete, and integrated statement of each and every term and provision agreed to by and between the Parties.

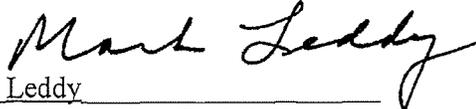
28. Construction. This Settlement Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Settlement Agreement, for a complete resolution of the Released Claims with respect to the Released Parties.

IN WITNESS WHEREOF, the parties hereto, through their fully authorized representatives, have executed this Settlement Agreement as of the date last executed.

Date: May 29, 2014

SETTLING DEFENDANTS:

ArcelorMittal S.A. and
ArcelorMittal USA LLC

By: 

Mark Leddy
Counsel to ArcelorMittal S.A. and
ArcelorMittal USA LLC

PLAINTIFFS:



Standard Iron Works
Wilmington Steel Processing Co., Inc.
Capow, Inc. d/b/a Eastern States Steel
Alco Industries, Inc.

Gulf Stream Builders Supply, Inc.
By:

Jeffrey S. Istvan
Interim Co-Lead Class Counsel