

**IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS**

Peggy Keltner, Jerome and Beverly Johnson and
Melinda Duniphan,

Plaintiffs,

vs.

SunCoke Energy, Inc. and Gateway Energy &
Coke Company, LLC and United States Steel
Corporation,

Defendants.

Case No.: 2014-L-1540

JURY TRIAL DEMAND

**IF YOU OWN OR OWNED PROPERTY OR OCCUPY OR OCCUPIED PROPERTY
LOCATED WITHIN THE BOUNDARIES OF THE ATTACHED MAP
BETWEEN NOVEMBER 10, 2009 AND AUGUST 28, 2017, YOU MAY HAVE A CLAIM
TO RECEIVE BENEFITS IN A PROPOSED CLASS ACTION SETTLEMENT**

**IF YOU WISH TO PARTICIPATE IN THE PROPOSED SETTLEMENT
YOU MUST SUBMIT THE ATTACHED CLAIM FORM
NO LATER THAN NOVEMBER 27, 2017**

YOU MAY BE ENTITLED TO A MONEY PAYMENT

**IF YOU DO NOT COMPLETE AND SUBMIT THE ATTACHED CLAIM FORM
YOU WILL NOT RECEIVE ANY COMPENSATION
UNDER THE PROPOSED SETTLEMENT AND YOUR FUTURE RIGHTS
MAY BE WAIVED**

THIS NOTICE IS ONLY A SUMMARY OF YOUR RIGHTS. THIS NOTICE IS SENT TO YOU
BY ORDER OF THE CIRCUIT COURT OF MADISON COUNTY, STATE OF ILLINOIS TO
INFORM YOU THAT YOU MAY BE ELIGIBLE TO RECEIVE SETTLEMENT BENEFITS FROM
THE PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT AGAINST DEFENDANTS
SUNCOKE ENERGY, INC., GATEWAY ENERGY & COKE COMPANY, LLC AND UNITED
STATES STEEL CORPORATION (COLLECTIVELY "DEFENDANTS").

If the proposed Class Settlement receives final approval from the Court, you may be entitled to receive a money payment from Defendants if you meet the eligibility criteria and you submit the attached Claim Form with the required documentation by no later than **November 27, 2017**. If the Claim Form is not postmarked by November 27, 2017, the Court will dismiss your individual claim for benefits, and you will not be entitled to any monetary recovery received under this Class Action or any other action against Defendants. Failure to act will result in the loss of your legal rights for a money payment.

If you do not want to be part of the Settlement with Defendants, **YOU MUST TAKE THE STEPS DESCRIBED IN THIS NOTICE BY NOVEMBER 27, 2017** to exclude yourself ("opt out"). If you choose to opt out, you will not receive money payment for claim benefits and will not be bound by the Settlement. If you do not exclude yourself from the Settlement, you will be bound by all terms of the proposed Settlement if it is approved, even if you do not submit a Claim Form.

QUESTIONS? CALL TOLL-FREE 844-798-3651 OR VISIT WWW.KELTNERCLASSACTION.COM

This is not a lawsuit against you. Your participation in this Settlement will not cause you to owe any out-of-pocket attorneys' fees, and you will not be required to incur any out-of-pocket costs, except for any incidental costs or expenses that you may incur in submitting the Claim Form and the required supporting documentation. Attorneys' fees and expenses associated with this Class Action will be automatically deducted from your monetary award.

GENERAL INFORMATION ABOUT THE SETTLEMENT

Why Did I Receive this Notice?

You have received this Notice and the attached Claim Form because you may have owned or occupied property in the Settlement Area on or after November 10, 2009 through August 28, 2017, and thus have been identified as a potential Member of a Settlement Class in a class action lawsuit entitled *Peggy Keltner, et al. v. SunCoke Energy, Inc., et al.*, Case No. 2014-L-1540, which is pending in the Circuit Court of Madison County, State of Illinois. You may be eligible for Settlement benefits if you own or owned property or occupy or occupied property in the settlement Class Area, defined below, within the Settlement Time Period, also defined below. Only Members of the Settlement Class that submit a Claim Form and the required supporting documentation by **November 27, 2017** are eligible to receive monetary benefits from the proposed Settlement.

What Is the Lawsuit About?

The Representative Plaintiffs Peggy Keltner, Jerome and Beverly Johnson and Melinda Duniphan, brought a lawsuit against Defendants in November 2014 as a proposed class action on behalf of all persons who owned or occupied property or lived in the State of Illinois who claim to have suffered damages as a result of alleged particulate matter and odorous gases emanating from Defendant U.S. Steel's steel mill, and SunCoke Energy, Inc. and Gateway Energy & Coke Company, LLC's coke-making plant, both in Granite City, Illinois. All Defendants deny Plaintiffs' allegations in the Complaint and further deny that they are liable to Plaintiffs or to any Member of the Settlement Class based on the claims asserted in the Complaint. Plaintiffs and Defendants have concluded, however, that the proposed Settlement is in the best interest of Plaintiffs, the Members of the Settlement Class and all Defendants because of the uncertainty, expense, risk, and delays of litigation. The Court has given preliminary approval to the Settlement.

How Can I Tell if I Am a Member of the Settlement Class Eligible to Receive a Money Payment?

You are a Member of the Settlement Class if you own or owned or occupy or occupied real property in a pre-determined geographical area between November 10, 2009 and August 28, 2017. For full detail of that geographical area, you may consult the following website: www.keltnerclassaction.com, or toll-free at 1-844-798-3651 to determine the settlement class area and whether your property is included in that area.

All properties owned, operated or under the control of the Defendants, Plaintiffs' counsel, and the Court are specifically excluded.

SETTLEMENT BENEFITS

What Do Class Members Receive if the Settlement Is Approved?

(1) MONEY PAYMENTS: Individuals who own or owned or occupy or occupied real property in the Settlement Class Area during the Settlement Time Period and who submit timely and valid Claim Forms with all required supporting documentation shall receive monetary relief based on a number of factors, including, but not limited to: the distance of the property from Defendants' properties; the location of the property relative to air modeling data; the period and length of time of occupancy of the property; the period and length of ownership of the property. Members of the Settlement Class who qualify for membership in the Settlement Class based solely on occupancy (but who did not own a property in the Settlement Class Area) will not be entitled to any compensation for any period of time they lived outside the Settlement Class Area.

RIGHTS OF MEMBERS OF THE SETTLEMENT CLASS

What Rights and Options Do I Have as a Member of the Settlement Class?

If you are a Member of the Settlement Class, you have the following options:

- 1. You May Participate in the Settlement and Receive Benefits:** If you are a Member of the Settlement Class, and if you wish to receive a monetary payment, you must complete and return the attached Claim Form, along with the

QUESTIONS? CALL TOLL-FREE 844-798-3651 OR VISIT WWW.KELTNERCLASSACTION.COM

required supporting documentation, **to the address listed on the Claim Form, or submit them electronically at www.keltnerclassaction.com**. Examples of documents you may submit in support of your claim include documents which show your name, address and claimed dates of ownership and/or residence, including but not limited to deeds, mortgage papers, leases, driver's licenses, utility bills, telephone bills, insurance policies, cable bills, voter ID card, state ID card, pay stubs, or income, property or other tax forms. If the Settlement receives final approval from the Court, and if you have properly and timely completed and submitted a qualifying Claim Form and the required supporting documentation postmarked or electronically submitted by **November 27, 2017**, you will receive written confirmation that your claim has been approved and the amount of your monetary payment. If the Member of the Settlement Class is a minor or protected person under Illinois law, or is deceased and died after the Class Action was filed, the minor's parent, a duly appointed guardian ad litem or executor, executrix, administrator or administratrix may complete the Claim Form for the minor, protected person or deceased person.

If you are a Member of the Settlement Class your interests will be represented by Class Counsel without additional out-of-pocket cost to you. The attorneys' fees and costs will be automatically deducted from your settlement award. You will be bound by all orders and judgments entered by the Court, whether favorable or unfavorable to the Settlement Class, but you will have the right to support or oppose the Settlement at the Final Approval Hearing.

- 2. You May Object to the Settlement:** If you disagree with any portion of the Settlement, you may remain a Member of the Settlement Class and formally object to the Settlement. You may not object to any term of the Settlement if you exclude yourself (opt out) from the Settlement Class (*see* Option #3, below). If you decide to remain a Member of the Settlement Class and formally object, you will be bound by all orders and judgments entered by the Court, including those relating to the Settlement, and will not be permitted to later exclude yourself from the Settlement even if the Court disagrees with your objection. Instructions for submitting a formal objection are set forth on page 6 of this Notice. Your written objection must be postmarked by **November 27, 2017** or it will not be considered by the Court.
- 3. You May Exclude Yourself from the Settlement:** If you do not wish to participate in the proposed Settlement, you have the right to exclude yourself ("opt out"). Your Request for Exclusion must be postmarked by **November 27, 2017**. If you exclude yourself, you will not receive any monetary benefit available under the proposed Settlement and you will not be bound by any orders or judgments entered by the Court. **You are not required to exclude yourself from the Settlement to refuse any money payment to which you may be entitled under the Settlement. You may refuse any money payment and remain a Member of the Settlement Class simply by not filing a Claim Form.**
- 4. You May Remain a Member of the Settlement Class and Not Submit a Claim:** If you are a member of the Settlement Class and do nothing – meaning that you do not submit a Claim Form and you do not submit a request to be excluded – you will receive no Settlement Payment, but you will be bound by any final judgment approving the proposed Settlement.

What Happens if I Submit a Claim Form? (Option # 1, above)

If you submit a Claim Form, Defendants have the right to verify the validity and accuracy of your Claim Form and the document(s) you provide in support of your claim. If your Claim Form is valid and supported by sufficient documentation, you will receive a written notification that your claim has been approved. You will be later notified of the amount of your monetary award.

If your Claim Form and/or supporting documents are found to be invalid or insufficient, you will receive notification in writing within fifteen (15) days after your Claim Form was received. You will then have fifteen (15) days to cure the deficiencies in your claim. If your claim is denied after you attempt to cure the deficiencies, you will have the right to appeal the denial to a Neutral Arbitrator appointed by the Court. The decision of the Neutral Arbitrator will be final.

How Do I Exclude Myself from the Settlement Class? (Option # 3, above)

To exclude yourself from the Settlement Class, you must prepare a written Request for Exclusion stating: "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE KELTNER CLASS ACTION."

Your Request for Exclusion must contain your name, current address, and address(es) in the Settlement Class Area during the Settlement Time Period (if different from your current address), and the dates you owned and/or lived on each such property. It must be signed and dated by you. Your Request for Exclusion must be filed with the Court in an individual capacity, not by anyone on your behalf (although a Request for Exclusion for a minor, protected person or deceased person may be filed by the minor's parent, a duly appointed guardian ad litem or executor, executrix, administrator or administratrix). You must also mail your Request for Exclusion to the Claims Administrator at the address below, postmarked by no later than **November 27, 2017**. Mail your Request for Exclusion to:

Keltner Litigation Class Settlement
c/o Analytics Consulting LLC
P.O. Box 2002
Chanhassen, MN 55317-2002

Alternatively, you can submit your Request for Exclusion to the Claims Administrator by submitting it electronically at www.keltnerclassaction.com. **Failure to comply with any of these requirements may result in your opt-out notice being declared invalid.** If you exclude yourself from the Settlement Class, you will not be bound by any final judgment as to the Settlement Class, and you will not be entitled to receive a money payment or other benefits of the Settlement.

Release of All Claims Against Defendants

The Court has given preliminary approval to the Settlement. If the Court gives Final Approval to the Settlement, the Court will enter a judgment dismissing all Defendants with prejudice and releasing and forever discharging them from all manner of Claims from all Members of the Settlement Class who have not timely excluded themselves from the Settlement Class, whether or not they object to the Settlement. Included in the Settlement Agreement is something called a "Release of Claims." It describes exactly the legal claims you give up if you stay in the Settlement Class. You must carefully read the Release of Claims so you understand what you give up in exchange for remaining a Member of the Settlement Class. You may speak to Class Counsel about the Settlement before the exclusion deadline in this case. You may also speak to your attorney, if you are already represented, or to an attorney of your choice, at your own expense.

The Release of Claims, included in the Settlement Agreement, provides that Members of the Settlement Class will release the following claims:

Present Claims. Upon the Effective Date, each Member of the Settlement Class, for themselves, and their successors and assigns, fully and finally release, remise, acquit, and forever discharge the Defendants,¹ from all Settled Claims,² whether asserted or not, accrued or not, whether known or unknown, whether suspected or unsuspected, which they ever had or may now have for any act, event, omission or statement, that were or could have been pleaded in the Complaint or any Amended Complaint in this action, except all past and present physical injuries claims are excluded.

Future Claims. Upon the Effective Date, each Member of the Settlement Class, for themselves, and their successors and assigns, fully and finally release, remise, acquit, and forever discharge the Defendants from any and all Settled Claims, whether asserted or not, accrued or not, whether known or unknown, whether suspected or unsuspected, which may arise (whether prior to, on, or after the Effective Date) from or relate to releases or threats of releases of substances, wastes, odors or emissions from continued operations, improvements, maintenance, or decommissioning at the Facilities of or on structures or equipment that existed prior to the Effective Date or that were added after the Effective Date as a result of the Consent Decree,³ excluding claims based on future events or operations resulting in releases substantially greater in amount or substantially different from (and worse than) those historically associated with plant operations or conditions. This release specifically includes releases and emissions resulting from tie-ins under the Consent Decree from Scheduled Heat Recovery Steam Generator ("HRSG") Maintenance or from Scheduled Flue Gas Desulfurization ("FGD") Maintenance, provided such tie-ins and maintenance are conducted in full compliance with the terms of the Consent Decree and amendments

1 "Defendants" shall mean SunCoke and U.S. Steel and their present, former and future parents, partners, subsidiaries, divisions, affiliates, officers, directors, employees, agents and any and all of their legal representatives.

2 "Settled Claims" shall mean any and all claims, demands, obligations, actions, causes of action (including, but not limited to, negligence, negligence *per se*, strict liability, abnormally dangerous activity, willful and wanton misconduct, public nuisance, private nuisance, trespass, intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, declaratory relief), punitive and other damages, injunctive relief of any kind, attorneys' fees, costs, and expenses, or obligations or other matters of whatever nature, whether based in contract, tort, statute, regulation, common law, equity or other law.

3 "Consent Decree" means the consent decree entered into between SunCoke and the United States/State of Illinois, among others, that was entered by the Southern District of Illinois on November 10, 2014.

thereto. All future physical injury claims are excluded. No releasing Plaintiff is precluded from opposing, and Defendants will not use this release to preclude Plaintiffs from opposing, future permitting or regulatory action.

See Settlement Agreement, PARAGRAPH VI. You may inspect a copy of the Settlement Agreement, and other Settlement documents, all of which have been filed with the Court.

CLASS REPRESENTATIVE, CLASS COUNSEL, & ATTORNEYS' FEES

Who Represents the Settlement Class?

The Class Representative: The Court has appointed Peggy Keltner, Jerome and Beverly Johnson and Melinda Duniphan as Class Representatives.

Class Counsel: The Court has appointed the following attorneys to represent the Settlement Class for the purposes of Settlement of this lawsuit:

Ted N. Gianaris
Jo Anna Pollock
Simmons Hanly Conroy LLC
One Court Street
Alton, IL 62002
Tel: (618) 259-2222

You will not be obligated to pay separately (out of pocket) for the services of the attorneys representing the Settlement Class in this lawsuit. The attorneys' fees and expenses of Class Counsel will be paid from the Settlement Fund. You have the right to retain your own attorney in this matter, but if you do, you will be responsible for paying your own attorneys' fees and expenses. It is not necessary for you to retain your own counsel to participate in the Settlement or to exclude yourself from the Settlement.

What Are the Attorneys' Fees and Costs?

Class Counsel will ask the Court for an award of attorneys' fees and expenses based on the total value of the Settlement, and their efforts in the case, not to exceed 1/3 of the Settlement Fund for attorneys' fees plus reimbursement of expenses. Defendants do not oppose the payment of fees and expenses to Class Counsel. The attorneys' fees and expenses awarded by the Court will be paid out of the Settlement Fund, as provided in the Settlement Agreement. Attorneys' fees and expenses of litigation will be deducted from the Settlement Fund. You will not be required to pay any additional out-of-pocket attorneys' fees or expenses to Class Counsel over and above those deducted from your Settlement award.

FINAL APPROVAL OF SETTLEMENT AND OBJECTIONS

When Will the Court Decide Whether to Give Final Approval to the Settlement?

The Court will hold a Final Approval Hearing on **February 16, 2018**, at **1:00 PM**, in Courtroom 302 of the Circuit Court of Madison County, State of Illinois, located at 155 North Main Street, Edwardsville, Illinois, the Honorable Judge Mudge, presiding (or his duly appointed successor), to determine whether the proposed Settlement is fair, reasonable, and adequate. The date is subject to change. You are not required to attend the Hearing to participate in the Settlement or to exclude yourself from the Settlement, but you may attend the hearing at your own expense. **If you wish to appear at the hearing, you must file a Notice of Appearance with the Court no later than 14 calendar days prior to the Final Approval Hearing.** Note that if you exclude yourself from the Settlement, you may not lodge any objection to the Settlement either in writing or at the Final Approval Hearing. If you are satisfied with the Settlement as described in this Notice, you need not submit any comment nor attend the hearing. *You only need submit the attached Claim Form with the required supporting documentation by mail, postmarked by no later than **November 27, 2017**, to participate in the Settlement. Alternatively, you can submit your Claim Form and the required supporting documentation electronically on the Claims Administrator's website at www.keltnerclassaction.com by no later than **November 27, 2017**.*

If you remain in the Settlement Class and timely file a written objection to any term or the entire Settlement, you may ask for permission to present argument at the Final Approval Hearing, either individually, or through counsel paid for at your own expense. However, you do not have to come to the Court to present your objection. As long as you have properly filed your written objection, the Court will review it.

How Do I Object to the Settlement?

If you determine that you are dissatisfied with the Settlement or any term thereof, but wish to remain a Member of the Settlement Class and not exclude yourself, you are permitted, but not required, to submit a formal objection for the Court to consider in determining whether it will give final approval to the Settlement. To do so, you must file a statement providing your name, address and telephone number and provide proof of membership in the Class, as well as a detailed statement of each objection asserted, including the grounds for objection with the Court, **and** mail or deliver a copy to Class Counsel and Defendants' Counsel at the addresses below. In order to be considered by the Court, all objections must be filed with the Court and mailed to Counsel at the addresses below, postmarked or electronically submitted or delivered **no later than November 27, 2017**:

To Class Counsel:

Ted Gianaris
Jo Anna Pollock
Simmons Hanly Conroy LLC
One Court Street
Alton, IL 62002

To SunCoke Defendants' Counsel:

Katherine Fowler
Greensfelder Hemker & Gale, P.C.
10 S. Broadway, Suite 2000
St. Louis, MO 63102

To United States Steel Corporation's Counsel:

David M. Bays
HeplerBroom LLC
130 North Main Street
P.O. Box 510
Edwardsville, IL 62025

Any documents or other material you desire for the Court to consider in support of your objection must be included with your objection. You must mail or deliver to Class Counsel and Defendants' Counsel copies of all papers you file in Court. Unless the Court directs otherwise, any Member of the Settlement Class who fails to serve a written objection as described above will **not** be entitled to object to the approval of the Settlement, to object to the judgment to be entered, or to be heard at the Final Approval Hearing. Unless otherwise ordered by the Court, any Member of the Settlement Class who does not make his or her objection in the manner provided in this Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlement, and to the award of attorneys' fees and expenses to Class Counsel.

If you wish, you also may seek to present argument to the Court concerning your objection at the Final Approval Hearing. You are not required to present oral argument even if you elect to file an objection. To present oral argument, you must submit a Notice of Appearance, which must be filed with the Court and mailed to the Claims Administrator at the address located on Page 4, postmarked no later than **14 calendar days prior to the Final Approval Hearing**.

I Have Other Questions; What Do I Do?

This Notice is intended to be a summary of the terms of the proposed Settlement. You can contact this number toll-free 1-844-798-3651 or email Claims@keltnerclassaction.com. You can also go to the website www.keltnerclassaction.com, where you can find additional information regarding the Settlement, and where you can download relevant forms. **Do not go to any website for the Defendants or call any phone numbers for the Defendants, as no information pertaining to the Settlement is available there.** The pleadings and other papers filed in this lawsuit are also available for inspection and/or copying at the Court.

This Notice is not intended to, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the lawsuit, the merits of the claims or defenses asserted, or of the proposed Settlement. This Notice is simply to advise you of the pendency of the lawsuit, the terms of the proposed Settlement, and your rights in connection with the proposed Settlement and claims process.

DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. THEY CANNOT HELP YOU.

Dated this September 27th, 2017.

The Honorable Judge Mudge
Circuit Court of Madison County
State of Illinois