

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
CIVIL ACTION NO. 24CV012197-910

CHRISTOPHER BURLESON, ON  
BEHALF OF HIMSELF AND ALL  
OTHERS SIMILARLY SITUATED,

Plaintiff,

v.

NUCOR CORPORATION,

Defendant.

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated June, 2024, is made and entered into by and among the following Settling Parties (as defined below): (i) Christopher Burleson (“Plaintiff” or “Class Representative”), individually and on behalf of the Settlement Class (as defined below), by and through Class Counsel (as defined below); and (ii) Nucor Corporation (“Nucor”), by and through its counsel of record, Arnold & Porter Kaye Scholer LLP. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

**I. THE LITIGATION**

Nucor contends that on approximately June 1, 2023, Nucor was informed by one of its third-party software vendors that a previously unknown vulnerability existed in a widely used file transfer software. Nucor reacted immediately by disabling external access to the software and applying the security fix provided by the software vendor. Nucor also launched an extensive investigation and discovered that between approximately May 26, 2023, and June 1, 2023, before

Nucor was notified of the vulnerability, certain electronic files were acquired by unauthorized third parties. Nucor's investigation revealed that the files that were acquired by the unauthorized third parties contained the name, bank account number, routing number and amounts deposited to certain individuals' accounts. On or about June 30, 2023, Nucor began sending Plaintiff and other Settlement Class Members written notice of the incident. In the written notice, and as an added precaution, Nucor offered Plaintiff and the Settlement Class Members a two-year subscription to Equifax's Complete Premier credit monitoring service at no cost.

On April 17, 2024, Plaintiff commenced this action by filing a complaint, Case No. 24CV012197-910 (the "Litigation") in the Superior Court of North Carolina, Wake County. The causes of action in the complaint include five claims for: (1) negligence; (2) breach of implied contract; (3) breach of fiduciary duty; (4) breach of confidence; (5) unjust enrichment / quasi contract.

Pursuant to the terms set forth below, this Settlement Agreement provides for the resolution of Released Claims (defined below) against the Released Entities (defined below) by and on behalf of the Class Representative and Settlement Class Members relating to the Data Incident (as defined below).

## **II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING**

Plaintiff believes that the claims asserted in the Litigation, as set forth in the complaint, have merit. Plaintiff and Plaintiff's Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to proceed with the Litigation against Nucor through discovery, motion practice, trial, and potential appeals. Plaintiff and Plaintiff's Counsel have also taken into account the uncertain outcome and risk of continued litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff's Counsel is experienced in class action

litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

Nucor denies any and all of the claims, causes of action, and contentions alleged against Nucor, individually and collectively, in the Litigation. Nucor denies all charges of wrongdoing or liability as alleged, or that could be alleged, in the Litigation. Nucor likewise denies all charges of damages as alleged, or that could be alleged, in the Litigation. Nonetheless, Nucor recognizes the expense and protracted nature of litigation such as this one and the uncertainty and risks inherent in any litigation, and has therefore concluded that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiff, individually and on behalf of the Settlement Class, and Nucor that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement as follows:

## 1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Claims Administrator (as defined below).

1.3 “Claims Administrator” means RG/2 Claims Administration LLC, a company experienced in administering class action claims generally and specifically of the type provided for and made in data security litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims (as defined below) pursuant to ¶ 2.4.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (both defined below) for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit C**, which will be available on the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of North Carolina, Wake County.

1.8 “Data Incident” means the cybersecurity incident that Nucor discovered on June 1, 2023, giving rise to the Litigation.

1.9 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.10 “Effective Date” means the first day by which all of the events and conditions specified in ¶ 1.11 have occurred and been met.

1.11 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the service award to the Class Representative, or any order modifying or reversing any attorneys’ fees, costs, and expenses award or service award to the Class Representative made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.12 “Judgment” means a judgment rendered by the Court granting final approval of the settlement set forth herein.

1.13 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form shown in **Exhibit B**.

1.14 “Objection Date” means the date by which Settlement Class Members must mail their written objection to the Settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.15 “Opt-Out Date” means the date by which Settlement Class Members must mail their written requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit D**.

1.18 “Proposed Settlement Class Counsel” and/or “Class Counsel” means the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC, Shamis & Gentile P.A., and Kopelowitz Ostrow Ferguson Weiselberg Gilbert.

1.19 “Related Entities” means each of the Nucor’s respective predecessors, successors, parents, subsidiaries, divisions, and affiliates and each of its and their respective representatives, directors, officers, principals, agents, employees, attorneys, insurers, reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity of the Data Incident or who pleads *nolo contendere* to any such charge.

1.20 “Released Claims” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any individual or class-wide causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty,

regulation, or common law of any country, state, province, county, city, or municipality, including, but not limited to, 15 U.S.C. §§ 45, *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligence, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based on, relating to, concerning or arising out of the Data Incident. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.21 "Released Entities" means Nucor and the Related Entities.

1.22 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 "Settlement Class" means all persons to whom notice was sent from Nucor that their personally identifiable information was involved in the Data Incident. Excluded from

the Settlement Class are all those persons who timely and validly request exclusion from the Settlement Class, as well as: (i) officers and directors of Nucor and/or the Related Entities; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (iii) the members of the judiciary who have presided or are presiding over this matter and their families and staff.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.25 “Settlement Website” means the website described in ¶ 3.2(c).

1.26 “Settling Parties” means, collectively, Nucor and Plaintiff individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the Settlement Class Members, substantially in the form shown as **Exhibit A**. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, costs, and expenses and service award, and the date of the Final Fairness Hearing (as defined in ¶ 3.4 below).

1.28 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in his/her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiff intends to and expressly shall have, and each of the other Settlement Class Members intend to and



shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code §1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

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.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.29 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, Puerto Rico, and all territories.

1.30 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or Dispute Resolution process described in ¶ 2.8.

## 2. Settlement Benefits

2.1 Expense Reimbursement. All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented out-of-pocket expenses fairly traceable to the Data Incident, not to exceed an aggregate total of \$750.00 per Settlement Class Member: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased between the date of the Data Incident (May 26, 2023) and the date of the close of the Claims Deadline (collectively, “Out-of-Pocket Expenses”). To receive reimbursement for Out-of-Pocket Expenses, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator, and attest under penalty of perjury that the Out-of-Pocket Expenses are fairly traceable to the Data Incident, as described further in ¶ 2.4 below.

2.2 Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time remedying issues fairly traceable to the Data Incident (calculated at \$17.50 per hour), with an attestation under penalty of perjury that any claimed lost time was spent remedying issues fairly traceable to the Data Incident and a written description of how the claimed lost time was spent in connection with efforts to remedy issues fairly traceable to the Data Incident, as described further in ¶ 2.4 below (“Lost Time”). Claims made for Lost Time can be combined with reimbursement for the above referenced Out-Of-Pocket Expenses, and claims for both Lost

Time and Out-Of-Pocket Expenses are subject to the single total aggregate cap of \$750.00 per Settlement Class Member in ¶ 2.1 above.

2.3 Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Out-of-Pocket Expenses if their identity was stolen as a result of the Data Incident in an amount not to exceed \$7,500.00 per Settlement Class Member. Settlement Class Member are eligible to receive reimbursement for the following extraordinary out-of-pocket expenses, which include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”). To claim Extraordinary Expenses, the Settlement Class Member must (i) provide identification of the identity theft event(s); (ii) attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and actual identity theft or fraud; and (iii) provide reasonable documentation of the out-of-pocket losses claimed.

2.4 Settlement Members seeking reimbursement under ¶¶ 2.1, 2.2, and 2.3 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online, on or before the 90th day after the date on which notice commences pursuant to ¶ 3.2. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and

correct, to the best of his or her knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required. For Out-of-Pocket Expenses and Extraordinary Expenses, the Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were both actually incurred and fairly traceable to the Data Incident and not otherwise reimbursed by another source. This documentation must include receipts or similar documentation that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support to other submitted documentation. In assessing what qualifies as "fairly traceable," the Settlement Administrator may consider (i) whether the timing of the loss occurred on or after May of 2023; (ii) the type of personal information involved in the Data Incident for that particular Settlement Class Member; (iii) whether the claimed losses pertain to remedying or preventing an identity theft or fraud incident likely to be associated with the release of the type of personal information for that particular Settlement Class Member involved in the Data Incident; and (iv) whether the Settlement Class Member experienced other data incidents or received notices of other data incidents during this time period. Failure to provide supporting documentation of Out-of-Pocket Expenses or Extraordinary Expenses, as requested on the Claim Form, shall result in denial of the claim. For the Lost Time claimed by Settlement Class Members, the Settlement Class Member must provide an attestation under penalty of perjury indicating that the time claimed was spent in connection with remedying issues fairly traceable to the Data Incident and a written description of when the lost time happened and how the claimed lost time was spent in connection with remedying issues fairly traceable to the Data Incident.

2.5 Credit Monitoring Services.

(ix) Settlement Class Members who did not enroll in the two-years of credit monitoring offered by Nucor after the Data Incident are eligible to receive twenty-four (24) months of credit monitoring services upon submission of a timely, Valid Claim. The credit monitoring services will be provided through Equifax, Inc.

2.6 Limitations on Reimbursable Expenses.

(i) Before recovering any settlement benefits pursuant to ¶¶ 2.1, 2.2, and 2.3, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by Nucor. Nucor shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

(ii) Nucor's obligation to reimburse valid claims expenses for the settlement benefits in ¶¶ 2.1, 2.2, and 2.3 shall not exceed \$320,000.00, in the total aggregate, for all claim payments for all Settlement Class Members. If the total amount of otherwise valid claims exceeds \$320,000.00, all valid claims shall be reduced *pro rata*.

2.7 Changes to Systems or Business Practices.

(i) In connection with these settlement negotiations, Nucor has acknowledged (without any admission of liability), that Nucor has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(ii) Nothing in ¶ 2.7 shall create any contractual rights to any present or future equitable remedy requiring Nucor to establish or maintain any particular security processes or procedures in the future or otherwise take any action in response to the Litigation. In addition, notwithstanding actions to enforce this settlement, nothing in ¶ 2.7 may be used to create a cause of action against Nucor or may be used in connection with any other matter against Nucor.

#### 2.8 Dispute Resolution Process for Claims.

(i) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has submitted a complete Claim Form with all the necessary information, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2; and (iii) the information submitted could lead a reasonable person to conclude that the claimed losses are fairly traceable to the Data Incident. The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete.

(ii) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation (other than an adequate written description for Lost Time) to determine whether the claim is valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of

cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply, as determined by the Claims Administrator; however, in no event shall the deadline be extended for longer than three (3) months from the date of the request for Claim Supplementation. If the defect is not timely cured, the claim will be deemed incomplete and thus invalid, and Nucor shall bear no obligation to pay the claim.

(iii) Following receipt of additional information requested by the Claims Administrator or in the event that no additional information is requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to assess the validity of the claim and either accept (in whole or at a lesser amount) or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be a Valid Claim and paid according to ¶ 8.2. If the Claims Administrator determines that such a claim is not valid, then the Claims Administrator may reject the claim without any further action.

(iv) Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claim Administrator to accept or reject the determination regarding an award. If the Settlement Class Member approves the final determination, then the approved amount shall be the amount to be paid (pursuant to the process described in ¶ 8.2 and subject to the limitation in ¶ 2.6 (b)). If the Settlement Class Member rejects the Claim Administrator's final determination, the Claims Administrator shall submit that claim to the Settling Parties (one of Plaintiff's lawyers and one of Nucor's lawyers shall be designated to fill this role). If, after meeting and conferring in good faith to resolve the dispute, the Settling Parties do not agree regarding the Settlement Administrator's final determination, then the claim shall be referred to a claims referee for resolution. The Settlement Parties will mutually agree on the claims referee should one be

required. If the Settling Parties are unable to mutually agree on a claims referee, the Settling Parties will submit the Settlement Class Member's claim to the Court for final resolution.

(v) Within thirty (30) days of a dispute being submitted to the claims referee, the claims referee shall decide the dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and are fairly traceable to the Data Incident. The claims referee shall have the power to reject a claim or approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any Settlement Class Member referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full.

2.9 Settlement Expenses. All Costs of Claims Administration, including the costs of providing notice, as required under ¶ 3.2, and the costs of Dispute Resolution described ¶ 2.8, including all costs and expenses of the claims referee, shall be paid by Nucor.

2.10 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to



any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

### 3. Order of Preliminary Approval and Publishing of Notice of Fairness Hearing

3.1 As soon as practicable after the execution of the Settlement Agreement, Plaintiff's Counsel and counsel for Nucor shall jointly submit this Settlement Agreement to the Court, and Plaintiff's Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

(i) Certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.10;

(ii) Preliminary approval of the Settlement Agreement as set forth herein;

(iii) Appointment of Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Andrew J. Shamis of Shamis & Gentile P.A., and Jeff Ostrow of Kopelowitz Ostrow Ferguson Weiselberg Gilbert as Class Counsel;

(iv) Appointment of Plaintiff as Class Representative;

(v) Approval of a customary form of Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**.

(vi) Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which, together, with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested

attorneys' fees, costs, and expenses, and the requested service award to Class Representative, and the date, time, and place of the Final Fairness Hearing (as defined in ¶ 3.4 below);

(vii) Approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to **Exhibit C**; and

(viii) Appointment of RG/2 Claims Administration LLC as the Claims Administrator.

3.2 Nucor shall pay for providing notice in accordance with the Preliminary Approval Order, and the costs of such notice, together with the costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiff's Counsel, and service award to the Class Representative, as approved by the Court, shall be paid by Nucor. Notice shall be provided to Settlement Class Members by the Claims Administrator as follows:

(i) *Class Member Information*: Within ten (10) days of entry of the Preliminary Approval Order, Nucor shall provide the Claims Administrator with the name and physical address of each Settlement Class Member (collectively, "Class Member Information") that Nucor and/or the Released Entities possess.

(ii) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties, upon request by the Settling Parties (which request will only be made as needed to effectuate this Settlement Agreement), the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member

Information, and shall delete the Class Member Information when no longer needed to administer the settlement.

(iii) *Settlement Website*: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform Settlement Class Members of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and make available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative Consolidated Class Action Complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form and supporting documentation electronically.

(iv) *Short Notice*: Within thirty (30) days of entry of the Preliminary Approval Order and to be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class Members as follows:

(i) via direct mail to the postal address provided by Nucor and/or the Released Entities for the Settlement Class Members. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

(ii) in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

(iii) in the event that subsequent to the first mailing of a Short Notice, and prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs the skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice promptly, but in no event later than seven (7) days of receiving such information. This shall be the final requirement for mailing.

(v) Publishing, on or before the date of the mailing of the Short Notice, the Claim Form and Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement website throughout the claim period;

(vi) A toll-free help line shall be made available to provide Settlement Class Members with additional information about the settlement and to respond to Settlement Class Members’ questions. The Claims Administrator also will mail copies of the Short Notice, Long

Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Settlement Class Members; and

(vii) Contemporaneously with seeking final approval of the Settlement, Class Counsel and counsel for Nucor shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with such approval. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and the claims period will close ninety (90) days from the commencement of notice.

3.4 Class Counsel and counsel for Nucor shall request that, after notice is completed, the Court hold a hearing (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

#### 4. Opt-Out Procedures

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Claims Administrator. The written notice must clearly manifest the Person’s intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as “Opt-Outs,” shall not receive any cash benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded

from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that, within fifteen (15) days after the Opt-Out Date, as approved by the Court, more than five percent (5%) of Settlement Class Members submit timely, valid Opt-Outs (exclusions), Nucor may, by notifying Class Counsel and the Court in writing, terminate this Settlement Agreement. If Nucor terminates the Settlement Agreement pursuant to this paragraph, Nucor shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel and Plaintiff's Counsel and service award to Class Representative and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

#### 5. Objection Procedures

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation); and (vii) a list, by case name, court, and docket

number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years. To be timely, written notice of an objection in the appropriate form must be filed with the Clerk of the Court, located at 700 E. Stonewall St., Charlotte, NC 28202, under the caption *Burleson v. Nucor Corporation*, Case No. 24CV012197-910, no later than sixty (60) days after the date on which notice commences pursuant to ¶ 3.2, and served concurrently therewith upon Class Counsel, Gary Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606; and counsel for Nucor, Daniel E. Raymond, Arnold & Porter Kaye Scholer LLP, 70 West Madison Street, Suite 4200, Chicago, Illinois 60602-4321.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the North Carolina Rules of Appellate Procedure and not through a collateral attack.

## 6. Releases

6.1 Settlement Class Members who do not opt-out of the settlement in accordance with Court approved opt-out procedures and deadlines are bound by the release set forth in ¶¶ 6.2 and 6.3 below.

6.2 The obligations incurred under this settlement shall be in full and final disposition of the Litigation and of any and all Released Claims against all Released Entities.

6.3 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and Unknown Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7. Attorneys' Fees, Costs, and Expenses And Service Award to Plaintiff

7.1 Nucor shall pay such attorneys' fees, costs, and expenses of Class Counsel in the Litigation as may be approved by the Court, provided that the total amount shall not exceed one hundred and fifteen thousand dollars (\$115,000.00).

7.2 To facilitate the Parties' agreement on attorneys' fees, costs, and expenses and reimbursement in this Litigation, Plaintiff and his attorneys agree not to seek more than one hundred and fifteen thousand dollars (\$115,000.00) in attorneys' fees, costs, and expenses, and Nucor agrees not to contest a request for attorneys' fees, costs, and expenses by Plaintiff and his attorneys, so long as the request does not exceed one hundred and fifteen thousand dollars (\$115,000.00). Nucor shall pay any award of attorneys' fees, costs, and expenses in addition to any settlement benefits provided to Settlement Class Members pursuant to this Settlement Agreement and the costs of Claims Administration, including the costs of notice, as required under ¶ 3.2, and the costs of Dispute Resolution required under ¶ 2.8 and separate and apart from any



service award to Class Representative. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class Members.

7.3 Nucor also agrees not to contest a request for a service award up to one thousand dollars (\$1,000.00) to the Class Representative, subject to Court approval. Nucor shall pay any service award to Class Representative in addition to any benefits provided to Settlement Class Members and the costs of notice and settlement administration and separate from any award of attorneys' fees, costs, and expenses. The Parties did not discuss or agree upon payment of incentive award to Class Representative until after they agreed on all material terms of relief to the Settlement Class Members.

7.4 Any attorneys' fees, costs, and expenses awarded by the Court as well as any incentive award to Class Representative awarded by the Court shall be due and payable to Class Counsel Gary Klinger, Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606 within thirty (30) days after the later of the Court's entry of Final Judgment or the Court's entry of an order awarding attorneys' fees, costs, and expenses, regardless of the Effective Date of the Settlement. If the Final Judgment or the order awarding attorneys' fees, costs, and expenses is reversed or altered, Class Counsel shall repay the fees and costs awarded in accordance with subsequent orders or proceedings in the case.

7.5 Nucor shall pay attorneys' fees, costs, and expenses and any incentive award to the Class Representative, as set forth above in ¶¶ 7.1, 7.2, 7.3, and 7.4, to Class Counsel Gary Klinger. Class Counsel Gary Klinger shall distribute the award of attorneys' fees, costs, and expenses among co-Class Counsel and Plaintiff's Counsel and the incentive award to Class Representative.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the incentive award to Class Representative, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, and expenses, and service award to Class Representative awarded by the Court to Class Counsel shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Settlement Agreement.

#### 8. Administration of Claims

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. At a minimum, Class Counsel and Nucor shall be given monthly reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration and dispute resolution issues. The Claims Administrator's and, if applicable, claims referee's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.8. All claims agreed to be paid in full by Nucor shall be deemed a Valid Claim.

8.2 Checks for Valid Claims shall be mailed by the Settlement Administrator and postmarked either within sixty (60) days of the Effective Date or within thirty (30) days of the date that the last claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered

by the Court or otherwise expressly agreed by the Settling Parties in a written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, claims referee, Nucor, Released Entities, Class Counsel, Plaintiff, Plaintiff's Counsel, and/or Nucor's counsel based on determinations or distributions of benefits to Settlement Class Members or any other matters related to administration of claims and dispute resolution.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, Plaintiff's Counsel, and counsel for Nucor.

8.6 The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment by any Class Member of any payment or transfer made pursuant to this Agreement. Each Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds pursuant to this Agreement.

#### 9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(i) the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing as required by ¶ 3.1;

(ii) Nucor has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

(iii) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and

(iv) the Judgment has become Final as defined in ¶ 1.11.

9.2 If any of the conditions specified in ¶ 9.1 is not satisfied, the Settlement Agreement shall be cancelled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for Nucor mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Nucor's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 6.1, 6.2, and 6.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the

Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Nucor shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and dispute resolution, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

#### 10. Miscellaneous Provisions

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement resolves all claims in the Litigation and shall not be deemed an admission of liability by Nucor or the Released Entities and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence

of, any fault, liability or omission of any of the Released Entities in any civil, criminal, regulatory or administrative inquiry or proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them 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 or any similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Settlement Agreement contains the entire understanding between Nucor and Plaintiff regarding the settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Nucor and Plaintiff in connection with the payment of the settlement. Except as otherwise provided herein, each party shall bear its own costs. The Settlement Agreement supersedes all previous agreements between Nucor and Plaintiff.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement (pursuant to the provisions of ¶ 10) on behalf of the Settlement Class that Plaintiff deems appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party warrants that such Person has the full authority to do so.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Settlement Agreement will be valid without the other party's prior written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used in the Settlement Agreement, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).

10.13 Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six (6) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, Nucor shall have no obligation to make payments to the Settlement Class Member for expense and reimbursement under ¶ 2.1 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are

issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance need not be honored after such checks become void. All other provisions of this Agreement remain in full force and effect.

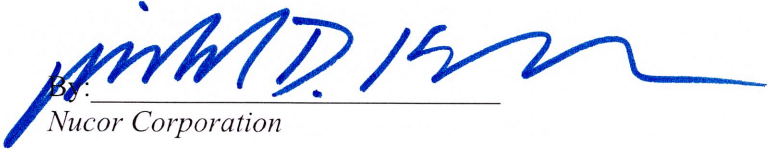
10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set for above.



**AGREED TO BY:**

By: \_\_\_\_\_  
*Plaintiff Christopher Burleson*

  
By: \_\_\_\_\_  
*Nucor Corporation*

**AGREED TO BY:**

By:   
*Plaintiff Christopher Burleson*

By: \_\_\_\_\_  
*Nucor Corporation*

Class Counsel

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