

For Settlement Purposes Only

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is entered into by and amongst Katie Leigh McDaniel (“Class Representative”), Century Aluminum of South Carolina, Inc. (“CASC”) and Century Aluminum Company (“CAC”) (CASC and CAC collectively, “Defendants”) (Class Representative and Defendants collectively, the “Parties”), and on behalf of the Settlement Class (as defined below) in *Katie Leigh McDaniel, et al. v. Century Aluminum of South Carolina, Inc., et al.*, pending in the United States District Court for the District of South Carolina, Charleston Division, Case No.: 2:23-cv-05766-RMG (the “Action”). Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth herein and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled, compromised, and dismissed upon the terms and conditions contained herein.

I. RECITALS

1.1 WHEREAS, Class Representative alleges claims for trespass, nuisance, negligence, and negligence per se against Defendants relating to alleged air emissions emanating from CASC’s Mt. Holly aluminum manufacturing facility;

1.2 WHEREAS, Defendants have asserted defenses to Class Representative’s claims, and the Parties have engaged in discovery and motions practice;

1.3 WHEREAS, Defendants have denied all liability with respect to all claims, including the assertion that this Action should be certified as a class action;

1.4 WHEREAS, the Parties agree that this Agreement has been negotiated at arms’ length and in good faith, and that settlement upon the terms and conditions set forth herein will avoid the expense, inconvenience, and uncertainty of continued litigation;

1.5 WHEREAS, the undersigned Parties agree, subject to approval by the Court, that the litigation between Class Representative, on the one hand, and Defendants, on the other hand, shall be fully and finally compromised, settled, released, and dismissed on the terms and conditions set forth in this Agreement;

1.6 WHEREAS, this Agreement is contingent upon the issuance by the Court of both the Preliminary Approval Order and Final Approval Order, and, should the Court not issue the Preliminary Approval Order and Final Approval Order, no Party waives, and instead expressly reserves, all rights to bring or defend the claims in the Action.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to and contingent upon Court approval, under the terms and conditions that follow.

II. DEFINITIONS

As used in this Settlement, the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement not defined in this section shall have the meanings ascribed elsewhere in this Agreement.

2.1 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.2 “Agreement” means this Class Action Settlement Agreement and Release, containing all terms and conditions, which constitutes the entire agreement between the Parties.

2.3 “Attorneys’ Fees” mean all fees for services, exclusive of Costs and Expenses, that Settlement Class Counsel claim or could claim they are entitled to in connection with their

investigation into, development of, litigation of, and settlement of this Action and are to be sought by Settlement Class Counsel.

2.4 “Benefit Payments” are payments issued to the Class Representative and Participating Class Members in accordance with this Agreement.

2.5 “Class Area” means the single-family homes in the area identified on Exhibit 1 hereto.

2.6 “Class Member” means a Person or entity who is a member of the Settlement Class defined below.

2.7 “Class Owner Payment” means the per Class Property amount that is distributed to the Participating Owners of each Class Property by the Settlement Administrator as provided in Section VIII; as set forth below, in the event that a Class Property is owned by more than one Participating Owner, the Class Owner Payment will be issued jointly to the Participating Owners of such Class Property.

2.8 “Class Property” refers to each of the single-family homes in the Class Area shown on Exhibit 1.

2.9 “Class Representative” means Katie Leigh McDaniel.

2.10 “Class Service Award” means a Court-approved award to Class Representative for efforts in bringing claims at issue in the Action and achieving the benefits of this Settlement on behalf of the Settlement Class. The requested service award shall not exceed One Thousand, Five Hundred dollars (\$1,500).

2.11 “Costs and Expenses” mean any and all costs and expenses (including but not limited to costs and expenses for filing fees, court reporters, expert witnesses, consultants, litigation support, supplies, travel, salaries, overhead, and incidentals) incurred by Class

Representative or Settlement Class Counsel in connection with the investigation into, development of, litigation of, and settlement of this Action, and implementation of this Agreement, and are to be sought by Settlement Class Counsel.

2.12 “Court” means the United States District Court for the District of South Carolina, Charleston Division.

2.13 “Effective Date” means the fifth business day after the last of the following dates: (i) the date on which Defendants’ counsel, Settlement Class Counsel, and all Parties have executed this Agreement; (ii) the date on which the Court has entered the Final Approval Order certifying the Settlement Class, approving the Agreement in all material respects and dismissing the Action with prejudice as to Class Representative’s and the Settlement Class’s claims against Defendants; and (iii) the Final Approval Order becomes final and non-appealable through either the expiration of the allowable appeal periods without an appeal having been filed, or final affirmance of the Final Approval Order on appeal, or final dismissal of all such appeals with prejudice, or denial of all such appeals, including petitions for review, rehearing, or certiorari.

2.14 “Fee Award” means the Attorneys’ Fees and Costs and Expenses awarded by the Court to Settlement Class Counsel.

2.15 “Final Approval Hearing” means the hearing, also known as a fairness hearing, at which the Court will consider the Parties’ motion for final approval of this Agreement and will hear any objections to this Agreement.

2.16 “Final Approval Order” means an order granting final approval to the Settlement under Federal Rule of Civil Procedure 23.

2.17 “Notice of Objection” means a Class Member’s valid and timely written objection to this Agreement.

2.18 “Notice Plan” means the plan to be developed and provided by the Settlement Administrator submitted to and approved by the Court as described in Section VII and attached hereto as Exhibit 2.

2.19 “Participating Class Members” refers to the owner or owners of a Class Property that are Class Members and who have not filed a timely Request for Exclusion.

2.20 “Parties” (or “Party” individually) means Class Representative and Defendants.

2.21 “Person” means any 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, affiliates, attorneys, predecessors, successors, representatives, and/or assignees.

2.22 “Plaintiffs” means the Class Representative and all others similarly situated as alleged in the Second Amended Complaint and shall be construed to include the Settlement Class.

2.23 “Preliminary Approval Order” means a Court order, written or verbal, granting preliminary approval of this Agreement pursuant to a Motion for Preliminary Approval.

2.24 “Released Claims” means allegations and claims of any kind, known or unknown, whether pursuant to federal, state, or local statutory law, common law, regulations, or other law that Plaintiffs made or could have made against any Releasee that arose, directly or indirectly, from or relate to (a) the matters alleged or that could have been alleged in the Action relating to alleged air emissions emanating from CASC’s Mt. Holly aluminum manufacturing facility; or (b) Attorneys’ Fees and Costs and Expenses in the Action; provided, however, Released Claims does not include claims that seek to recover for personal injury.

2.25 “Released Parties” means Defendants, and each of their respective direct and indirect parents, subsidiaries, affiliates, directors, officers, shareholders, agents, owners, representatives, attorneys, employees, insurers, successors, and assigns.

2.26 “Releases” means the release of claims contained in Section X of this Settlement.

2.27 “Request for Exclusion” means a timely and valid Request for Exclusion Form or letter submitted by a Class Member indicating a request to be excluded from (*i.e.*, to opt out of) the Agreement.

2.28 “Response Deadline” means the deadline by which Class Members must postmark or otherwise submit Requests for Exclusion or Notices of Objection and is 60 days after entry of the Preliminary Approval Order, or as otherwise set by the Court.

2.29 “Settlement” means the settlement into which the Parties have entered to resolve the Actions. The terms of the Settlement are as set forth in this Agreement.

2.30 “Settlement Administrator” means the Person appointed by the Parties, and approved by the Court, to ensure the provision of notice and administer the settlement as set forth in this Agreement and under the plan approved by the Court.

2.31 “Settlement Amount” means the total amount of Nine Hundred, Forty-Four Thousand dollars (USD) (\$944,000) and is inclusive of all amounts owed by Defendants to settle all claims under this Agreement, including Attorneys’ Fees, Costs and Expenses, pre- and post-judgment interest, and any other expenses incurred, or to be incurred, by Plaintiffs, Settlement Class counsel, and the Settlement Administrator.

2.32 “Settlement Class” has the meaning set forth in Section III.

2.33 “Settlement Class Counsel” means James L. Ward, Jr. of McGowan, Hood, Felder & Phillips, LLC and F. Elliott Quinn IV, Michael J. Jordan, and William S. Jackson IV of the Steinberg Law Firm, LLC.

2.34 “Settlement Fund” means the interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution into which Defendants’ payment of monies, as described in Section V, shall be deposited.

III. SETTLEMENT CLASS

3.1 Definition of the Settlement Class. The Parties shall propose to the Court that the following Settlement Class be certified for purposes of this Settlement:

All Persons who, as of September 1, 2023, owned a single-family home located in the Class Area as reflected by the Berkley County public records.

3.2 The members of the Settlement Class have been identified as those persons and entities listed on Exhibit 3. The Settlement Administrator is directed to issue payment for costs incurred in the preparation of Exhibit 3 and related efforts from the Settlement Fund.

3.3 The following Persons are excluded from the Settlement Class: (1) Defendants; (2) any entity in which Defendants have a controlling interest; (3) any Person with an ownership interest in Defendants; (4) any current or former officer or director of Defendants; and (5) the legal representatives, successors, or assigns of Defendants.

3.4 Effect of Agreement to Settlement Class Certification. The Parties agree that certification of the Settlement Class is for settlement purposes only. Should the Court deny Preliminary Approval or Final Approval of the Settlement Class, or should any Preliminary Approval or Final Approval be reversed on appeal, the Parties’ agreement herein to class certification shall immediately be revoked without any further action required. The Parties agree

that their stipulation and agreement to class certification for purposes of this Agreement shall not be admissible in, or considered in connection with, the issue of whether a class should be certified in a contested or other non-settlement context in this Action, or in any other matter filed or to be filed. Plaintiffs furthermore expressly waive the right to argue that Defendants have waived, forfeited, or are otherwise estopped or precluded from opposing class certification based on any statements made in connection with this Agreement.

IV. PRELIMINARY APPROVAL

4.1 Motion for Preliminary Approval. No later than seven (7) days after the full execution of this Agreement, Plaintiffs shall file with the Court a Motion for Preliminary Approval which shall seek entry of an order that would, for settlement purposes only: (a) preliminarily certify the Settlement Class under Federal Rule of Civil Procedure 23; (b) preliminarily approve this Agreement as fair, reasonable, and adequate; (c) approve the Notice Plan, as described in Section VII and attached hereto as Exhibit 2; (d) set a hearing to consider final approval of the Settlement and any Objections thereto; and (e) seek other relief as agreed by the Parties. Defendants shall join the Motion for Preliminary Approval for settlement purposes only but, in doing so, Defendants do not make any admission of fact, law, or liability.

V. SETTLEMENT FUND AND ADMINISTRATION

5.1 Settlement Fund. If final approval of the Settlement is granted, Defendants will fund the Settlement by depositing the Settlement Amount sum of \$944,000 into an interest-bearing account insured by the FDIC at a mutually acceptable financial institution within 15 days of the Effective Date (“Settlement Fund”).

5.2 Administration of Settlement Fund. The Settlement Fund shall be established and administered by the Settlement Administrator at a financial institution agreed upon by the

Settlement Administrator, Defendants, and Settlement Class Counsel. The Settlement Administrator shall provide wiring instructions and a properly completed and duly executed IRS Form W-9 to Defendants as soon as practical. Following Defendants' payment of the entirety of the Settlement Amount, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the selection of the settlement fund account, investment of settlement fund account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other taxes or tax-related expenses imposed on the Settlement Fund account or its distributions, or payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the account. The Settlement Administrator shall provide an accounting of any and all funds in the account, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

5.3 In the event that the Court denies Preliminary Approval or Final Approval, or should any Preliminary Approval or Final Approval be reversed on appeal, the Settlement Administrator shall cause all funds in the Settlement Fund to be returned to Defendants (in a manner prescribed by Defendants) within 7 days.

5.4 The Parties agree that no amount of the Settlement Amount shall be considered punitive damages.

5.5 The Parties agree that the Settlement Fund shall be administered by the Settlement Administrator selected by Plaintiffs, agreed to by Defendants, and approved by the Court.

VI. ATTORNEYS' FEES AND COSTS AND EXPENSES; CLASS SERVICE AWARD

6.1 Attorneys' Fees and Costs and Expenses. Settlement Class Counsel may seek Court approval for: (a) the payment of Attorneys' Fees in an amount of up to 25% of the Settlement Amount; and (b) Costs and Expenses not to exceed \$150,000. The Parties agree that any Attorneys'

Fees and Costs and Expenses approved by the Court shall be paid solely from the Settlement Fund. Defendants take no position on the application for Attorneys' Fees or Costs and Expenses and shall not assist or encourage any objection by any Class Member or third-party to Settlement Class Counsel's request for Attorneys' Fees or Costs and Expenses.

6.2 Class Service Award. In addition, the Class Representative may seek a Class Service Award as compensation for efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Defendants will not object to the Class Service Award so long as it is consistent with the definition herein.

6.3 Any Fee Award and Class Service Award approved by the Court for the Settlement Class shall be paid from the Settlement Fund within 10 days of the Effective Date, as defined below.

6.4 The Attorneys' Fees and Costs and Expenses awarded by the Court as set forth in this Section VI shall be the total obligation of Defendants to pay attorneys' fees and costs and expenses of any kind to Settlement Class Counsel in connection with the Action and this Settlement. In no event shall Defendants be obligated to pay to Settlement Class Counsel any amount larger than the amount set forth herein.

VII. CLASS NOTICE AND DEADLINES

7.1 Notice to Class Members. As soon as practicable after Preliminary Approval, the Settlement Administrator will provide Notice in accordance with the Notice Plan attached hereto as Exhibit 2. The names and addresses of the Class Members have been researched and identified on Exhibit 3. As part of the Notice Plan, the Settlement Administrator is authorized to distribute notice to the Class Members using the information on Exhibit 3. Prior to the Final

Approval Hearing, Plaintiffs shall provide the Court a declaration from the Settlement Administrator stating that notice was provided as required herein.

7.2 Proposed Form of Notice. As part of the Motion for Preliminary Approval, Plaintiffs shall submit to the Court the Notice Plan attached hereto as Exhibit 2. The Motion for Preliminary Approval shall ask the Court to find that the proposed form of and method for dissemination of notice constitutes valid, due, and sufficient notice to the Class Members and complies fully with the requirements of the Federal Rules of Civil Procedure.

7.3 Request for Exclusion. Any Class Member, other than Class Representative, shall be allowed to request exclusion from the Settlement Class by mailing or delivering the Request for Exclusion form or similar writing to the Settlement Administrator. Any Request for Exclusion must be in writing and postmarked or delivered within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. In the case of Requests for Exclusion that are submitted electronically, the electronic time stamp (*i.e.*, date and time received) on the electronic mail, as received by the Settlement Administrator, shall be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Request for Exclusion whose timeliness cannot be ascertained shall be considered untimely. Requests for Exclusion must contain the following information and must be signed by the Class Member: (i) the Class Member's full name; (ii) the Class Member's mailing address and the address of the Class Property, if different; and (iii) state in express and clear terms the Class Member's desire to be excluded from the Settlement and from the Class. No Request for Exclusion can be made on behalf of a group of Class Members or through an agent or attorney. Class Members who fail to submit a timely Request for Exclusion shall be considered Participating Class

Members and shall be deemed to have waived all rights to opt out of the Agreement and shall be foreclosed from pursuing separate claims against the Defendants in this Action or any other proceeding. The Class Representative agrees that she shall not make a Request for Exclusion.

7.4 Time and Method of Filing Notice of Objection. To object to the Agreement, a Class Member must postmark a Notice of Objection to the following three addresses on or before the Response Deadline:

Clerk of the Court	Class Counsel Designee	Defendants' Counsel Designee
Robin L. Blume Clerk of Court United States District Court 901 Richland Street Columbia, SC 29201	James L. Ward, Jr. McGowan, Hood, Felder & Phillips, LLC 10 Shem Drive, Suite 300 Mt. Pleasant, SC 29464	Bradford A. De Vore Womble Bond Dickinson (US), LLP 301 S. College Center, 301 S College St., # 3500 Charlotte, NC 28202

7.5 Notice of Objection. The postmark date shall be the exclusive means to determine whether a Notice of Objection has been timely submitted. A Notice of Objection whose timeliness cannot be ascertained shall be considered untimely. Class Members who fail to submit a timely Notice of Objection in the manner specified herein shall be deemed to have waived all objections to the Agreement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Agreement. Class Members who timely submit Notices of Objection shall have a right to appear at the Final Approval Hearing in the manner prescribed by the Court in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Agreement or appeal from the Final Approval of the Agreement.

7.6 Required Contents of Notice of Objection. The Notice of Objection must be signed by the Class Member and state the reasons for the objection. Any objection to the Agreement,

including any of its terms or provisions, by a purported Class Member must set forth the following: (a) the Objector's full name; (b) the Objector's mailing address and the address of the Class Property, if different; (c) proof that the Objector is a Class Member (which may be satisfied by proof of the Objector's residence address being within the Class Area during the Class Period); (d) the grounds for the objections and any documents supporting those objections; (e) whether the Objector is represented by separate legal counsel; and (f) whether the Objector or his/her counsel intends to appear before the Court at the Final Approval Hearing in the manner prescribed by the Court.

7.7 Reports Regarding Requests for Exclusion. The Settlement Administrator shall provide the Parties' counsel with a weekly report regarding the number of Class Members who have submitted valid Requests for Exclusion. The Settlement Administrator shall provide the Parties' counsel a final report within 7 days after the Response Deadline.

VIII. CLASS OWNER PAYMENTS AND REMAINING FUNDS

8.1 Class Owner Payment Per Class Property. Within 30 days of the Effective Date, the Settlement Administrator shall issue the Class Owner Payment to the Participating Class Members for each Class Property as follows:

- (a) The amount of the Class Owner Payment is anticipated to be approximately \$700 per Class Property.
- (b) The Class Owner Payment will be made by check mailed to the Participating Class Member(s) that are the owner(s) of the Class Property as of September 1, 2023, using the name and address information on Exhibit 3;

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- (c) Only one Class Owner Payment per Class Property will be issued. In the event that a Class Property was owned by more than one owner as of September 1, 2023, the Class Owner Payment will be issued jointly to the Participating Owners of such Class Property.
- (d) In the event that a Class Property was owned by more than one owner as of September 1, 2023, and one or more of the owners of that Class Property submits a timely Request for Exclusion, doing so will be deemed to be an opt out and Request for Exclusion by all owners of that Class Property, and no Class Owner Payment will be issued.
- (e) If the Settlement Administrator determines that any Class Member information on Exhibit 3 is incorrect, the Settlement Administrator has sole authority to update the information to correctly identify the Participating Class Member and address and issue payment in accordance with this Agreement. All such determinations of the identity and address information for Participating Class Members will be final.

8.2 Allocation of Settlement Fund. The allocation of the Settlement Fund among the Class Members shall be subject to an equitable pro rata plan of allocation to be approved by the Court. The allocation shall proportionately distribute the cash in the Settlement Fund less (1) Attorneys' Fees and Costs and Expenses approved by the Court; (2) any Class Service Award approved by the Court; (3) Administration Expenses approved by the Court; and (4) for all Class Members who timely opt out of the Settlement Class, the pro rata amount those Class Members would have received had they not chosen to opt-out.

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8.3 Reversion for Opt-Outs. For the Class Members who submit valid Requests for Exclusion, the pro rata amount that the Class Members would have received from the Settlement Fund had they not submitted those Requests will revert to Defendants.

8.4 Unredeemed Class Owner Payments. All checks shall be subject to a 180-day void period, after which the checks shall no longer be negotiable. If a Class Owner Payment is not negotiated, the Class Member shall not be entitled to any further payment under this Agreement. If the Class Owner Payment is returned as undeliverable, the Settlement Administrator shall in good faith attempt to obtain a better address, and if obtained, shall mail the Class Owner Payment to the new address, but shall have no other obligation to skip-trace or obtain an updated address. The return or failure to cash checks shall have no effect on a Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

8.5 Remaining Settlement Fund. If Settlement Funds remain after deducting Administration Expenses, Class Service Awards, Class Owner Payments, Attorneys' Fees, Costs and Expenses, and any other amounts authorized by this Agreement (the "Remaining Settlement Fund"), the Remaining Settlement Fund shall be distributed by the Settlement Administrator to Keep Berkeley Beautiful. Individual Settlement Payment checks returned as undeliverable or remaining unredeemed for more than 180 days after issuance shall be included in the Remaining Settlement Fund and distributed in accordance with this section.

8.6 Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. No deductions for taxes will be taken from any payment from the

Settlement Fund at the time of distribution. Plaintiffs and Participating Class Members are responsible for paying any taxes due on Class Owner Payment.

8.7 Agreement Binds All Participating Class Members. Any Class Member who does not affirmatively opt out of the Settlement Class by submitting a timely and valid Request for Exclusion pursuant to Section 7.3 shall be bound by all of the terms of this Agreement, including those pertaining to the Released Claims, as well as any judgment that may be entered by the Court if it grants Final Approval.

8.8 Settlement Administration and Costs. All fees, expenses, and administrative costs for the administration and allocation of the Settlement Fund, including, but not limited to, costs incurred in administering claims and performing the tasks set forth in Sections XI and 15.1, the cost of the Settlement Fund, the Settlement Administrator, the Notice Plan, any court-approved administrators, trustees, allocators, or other personnel, and the costs of providing notices to and other communications with the Settlement Class shall be paid from the Settlement Fund. Plaintiffs will not seek any further fees, costs, or other expenses from Defendants, and Defendants shall have no responsibility or liability for the administration or costs of the Settlement Fund or to provide any further funding to the Settlement Fund.

8.9 Any and All Other Costs. The Parties agree that each Party will bear any other fees, costs, or other expenses associated with this Action and the execution of this Agreement that they have incurred or may incur.

IX. FINAL APPROVAL

9.1 Final Approval Order and Judgment. The Notice provided pursuant to the Notice Plan shall provide the date for the Final Approval Hearing. No later than 14 days prior to the Final Approval Hearing, Class Representative shall move for entry of an order of final approval granting

final approval of this Settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Class Members, and ordering that the settlement relief be provided as set forth in this Agreement, approving and ordering the releases as set forth in Section X, and entering final judgment dismissing with prejudice the Action and all claims asserted in the Actions.

9.2 Submissions. Settlement Class Counsel shall be responsible for drafting all documents and making all arrangements required by the Court that are necessary to obtain Final Approval, subject to an opportunity for Defendants to review and revise such documents, to the extent such documents are to be filed jointly or by consent. Settlement Class Counsel shall also be responsible for drafting the Attorneys' Fees and Costs and Expenses application to be heard by the Court.

9.3 Continued Jurisdiction. Upon Final Approval, the Court shall retain continuing jurisdiction solely for purposes of addressing (a) the interpretation and enforcement of the terms of the Agreement, (b) administrative matters, and (c) such other matters as may be appropriate under Court rules or as set forth in this Agreement.

9.4 Certificate of Completion. Upon completion of the administration of the Settlement Fund, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and to counsel for all Parties.

X. RELEASES

10.1 Upon the entry of a Final Approval Order and Judgment and without any further action by the Court or by any Party to this Agreement, the Participating Class Members and Class Representative, including any Person claiming rights derivative of any Participating Class Member or Class Representative as their parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any

kind, shareholder, partner, director, employee or affiliate, shall be deemed to have, and by operation of the judgment shall have fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims. With respect to the Released Claims, the Participating Class Members expressly waive all rights they may have with respect to the subject matter of the Released Claims.

10.2 The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

XI. TERMINATION

11.1 Termination of Agreement. In the event that (a) the Court does not order Final Approval; (b) Final Approval is not upheld on appeal, if any appeals are filed; or (c) the Agreement does not become final or the Effective Date does not occur for any other reason, this Agreement will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as void from the beginning. No term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Actions, or in any other proceeding (unless Settlement Class Counsel and Defendants mutually agree in writing to proceed with this Agreement); and the Action shall continue as if the Settlement had not occurred. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action.

XII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, enters final judgment dismissing the Action with prejudice, and provides all other relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder.

XIII. REPRESENTATIONS AND WARRANTIES

13.1 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

13.2 Class Representative represents and warrants that she is entering into the Agreement on behalf of herself individually and as proposed representative of the Class Members of her own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Class Representative represents and warrants that she has reviewed the terms of the Agreement in consultation with Settlement Class Counsel and believes them to be fair and reasonable, and covenants that she will not object to the Agreement.

13.3 Class Representative represents and warrants that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Class Representative has or may have arising out of the Action or pertaining to fees paid as otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Class Representative may be

entitled, has been assigned, transferred, or conveyed by or for Class Representative in any manner; and no Person other than Class Representative has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

13.4 No Party relies or has relied on any statement, representation, omission, inducement, or promise of another Party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement or entering the Settlement provided for herein, except as expressly stated in this Agreement.

XIV. NO ADMISSIONS OF FAULT

14.1 This Agreement and every term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be evidence of a presumption, concession, or an admission by Class Representative, Defendants, any Class Member, or any Released Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XV. GENERAL TERMS AND CONDITIONS

15.1 Termination of Agreement. In addition to the provisions of Sections XI and 11.1, the Parties shall each have the right to terminate this Settlement (except with respect to subparagraphs (c) and (d) of this section for which only Defendants, in the exercise of their sole discretion, shall have the right to terminate this Settlement) by providing written notice of their election to do so to the other within 30 days of:

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- (a) The parties' failure to obtain and maintain preliminary approval of this Settlement in materially the same form as set forth herein;
- (b) Any court requiring a notice program in addition to or in any form materially different from that set forth herein;
- (c) Any court materially modifying this Settlement in any manner, including but without limitation, one that increases the financial costs to Defendants, in which case the right to terminate shall lie solely with Defendants;
- (d) More than 50 members of the Settlement Class submitting Requests for Exclusion, in which case the right to terminate shall lie solely with Defendants;
- (e) The Court failing to enter a final order and judgment consistent with this Settlement; or
- (f) The reversal or material modification, on appeal or otherwise, of the final order and judgment.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither Class Representative nor Defendants are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement.

15.3 Modification. No provision of this Agreement may be modified except by a subsequent writing signed by all of the Parties.

15.4 Execution Date. The Settlement Agreement shall be deemed executed as of the last date of signature by the Parties. However, it is not effective upon the Execution Date, and Effective Date is separately defined herein.

15.5 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Settlement Class Counsel and Defendants' counsel, without notice to Class Members except that such dates must be posted as provided in the Notice Plan.

15.6 Extension of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

15.7 Media and Contact of Class Members. The Parties and their counsel agree that they will not issue press releases, make statements to the media, or otherwise release disclosures or promotional materials (including on their websites) that reference the Action or the existence or terms of the Settlement before the Final Approval Hearing, except as required by the Parties in accordance with applicable law, rule, or regulation (*e.g.*, securities law, rules, or regulations). If any Party or counsel receives an inquiry from the media, they will refer to the Class Notice or provide a statement specifically approved by the other Party, and shall not provide any further comment. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Approval Hearing. Notwithstanding, Settlement Class Counsel and Defendants' Counsel can answer any inquiries initiated by Class Members, and Settlement Class Counsel may communicate freely with Class Representative. The Parties and their counsel further agree that, upon an Order

granting Final Approval, neither the Parties nor their counsel will issue press releases or make statements to the media, or cause or encourage others (including Class Members) to issue press releases or make statements to the media, concerning the Settlement or the claims in the Action, but if any Party or its counsel does intend to make a statement, no such statement shall be made without the specific consent and approval of all Parties and counsel after written notice has been provided. If any Class Member makes a statement that is inaccurate, misleading, disparaging, or otherwise harmful or potentially harmful to Defendants, the Parties and their counsel will work jointly to address the statement and protect Defendants' reputation.

15.8 Cooperation. Defendants, Class Representatives, and their respective counsel agree to work cooperatively to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

15.9 Authority of Counsel. Settlement Class Counsel represents and warrants that it is authorized to take all appropriate actions required or permitted to be taken by or on behalf of the Class Representative and, subsequent to an appropriate Court Order, the Settlement Class, in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Class Representative and, subsequent to an appropriate Court Order, the Class Members.

15.10 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of South Carolina, without regard to South Carolina's conflict-of-laws principles. The Parties agree that personal jurisdiction over them shall be proper and the exclusive venue for any action arising out of or related to this Agreement shall be in the Court.

15.11 Construing the Agreement. Each of the Parties represents that it has been represented by counsel of its choice in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall not be strictly construed against any Party on the ground that the rules for the construction of contracts requires resolution of any ambiguity against the party drafting the document. Each of the Parties further represents that its counsel has completely explained to it the terms of this Agreement, and that it fully understands and voluntarily accepts those terms.

15.12 Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

15.13 Assignment. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged. This Agreement is not assignable.

15.14 Persons Not Party to this Agreement. The Parties reserve all rights against persons and entities not Parties to this Agreement, and this Agreement shall not be deemed to create any rights whatsoever as a third-party beneficiary or otherwise in any person or entity that is not a Party other than Released Parties.

15.15 Evidentiary Preclusion. Neither this Agreement nor any of its provisions shall operate or be construed as an indication, inference, presumption, admission, or as evidence relative to any fact, issue of law, issue of liability, or any other matter on the part of any of the Parties. Neither this Agreement nor any action taken pursuant to this Agreement shall be filed or offered or received in evidence in any action or proceeding except, and only to the extent necessary, to enforce its terms. In addition, any failure of the Court to approve the Settlement and/or any

For Settlement Purposes Only

objections or interventions may not be used as evidence in the Action or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against 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 similar defense or counterclaim.

15.16 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, including Termination pursuant to Section XI or 15.1 above, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties or the Class Members, and shall not be used in the Action or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted, or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court.

15.17 Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same binding original.

Facsimile signatures or signatures sent by email or PDF shall be deemed original binding signatures.

15.18 Good Faith. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

15.19 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Class Representatives, Class Members, and Defendants.

15.20 Arms'-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

15.21 Waiver. All parties to the Settlement Agreement will expressly waive any and all rights they may have under any statute or common law principle that would limit the effect of the Release herein to those claims relating to the putative class action that were actually known to exist, or that the parties should have known to exist, at the time of execution of this Agreement or that might have materially affected this Agreement.

15.22 Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Agreement only, except that (a) any Party may appeal any Court order that materially alters the Agreement's terms; (b) any Party may appeal any decision not to approve the Agreement, in whole or part, or any other decision that is materially adverse to the Agreement and the Parties; and (c) Plaintiff may appeal a Fee Award of less than 25% of the Settlement Amount. No appeal from a Fee Award or any other order relating thereto or reversal or

modification thereof shall operate to terminate or cancel this Agreement or affect or delay the finality of the Final Approval Order and Judgment.

15.23 Circumvention. The Parties shall not circumvent their obligations pursuant to this Agreement by seeking to have any third party take any action that the Parties themselves are prohibited from taking.

15.24 Taxes. No opinion concerning the tax consequences of the Agreement to any Class Representatives or Class Member is given or will be given by Defendants, Defendants' counsel, or Settlement Class Counsel; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Class Representatives or Class Member. Each Plaintiff and Class Member is responsible for his/her/its tax reporting and other obligations respecting the Agreement, if any.

15.25 Support from the Parties. After a full investigation, discovery and arm's-length negotiations, and after considering the risks and costs of further litigation, Class Representative and Settlement Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that this Settlement is in the best interest of the Class Members. Defendants and their counsel agree that the settlement is fair, reasonable, adequate, and equitable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Defendants consider it desirable to resolve the controversy on the terms stated herein and have therefore determined that this Settlement is in their best interests. The Parties further agree that they shall support motions for entry of the Preliminary Approval Order and Final Approval Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

03/18/2025
DATED: _____, 2025

CLASS REPRESENTATIVE



DATED: March 18, 2025

Century Aluminum of South Carolina, Inc.



DATED: March 18, 2025

Century Aluminum Corporation



DATED: March 18, 2025

Counsel for Plaintiffs



DATED: _____, 2025

Counsel for Defendants


