

United States District Court for the Northern District of Ohio

If you lived, worked, owned property or owned or operated a business within 20 miles of the Derailment Site of Norfolk Southern Train 32N in East Palestine, Ohio, from February 3, 2023, to April 26, 2024, you could receive payment from a class action settlement.

*This Notice is authorized by the United States District Court for the Northern District of Ohio.
This is not a solicitation from a lawyer, nor do you need to hire a lawyer to participate.*

- A number of residents, property owners, and businesses – the “Plaintiffs” – within 20 miles of the Derailment Site of Norfolk Southern Train 32N in East Palestine, Ohio (the “Class Area”) sued, among others, Norfolk Southern Corporation and Norfolk Southern Railway Company (collectively “Norfolk Southern”) for losses they suffered from the February 3, 2023 derailment of Norfolk Southern Train 32N, including the “vent and burn” of five railcars on February 6, 2023 (collectively, the “Incident”). Plaintiffs and Norfolk Southern have reached a Settlement.
- The Settlement creates a \$600 million Settlement Fund. After Court-approved costs and fees, including attorneys’ and experts’ fees, the remainder of the Settlement Fund will be used to compensate people and businesses covered by the Settlement, called “Settlement Class Members.”
- You are a Settlement Class Member if you lived, worked, owned property, or owned or operated a business within 20 miles of the Derailment Site from February 3, 2023, to April 26, 2024. As a Settlement Class Member, you may be entitled to compensation from the Settlement Fund. The terms of the Settlement are described more fully below.
- **Your legal rights are affected whether you act or not. Please read this Notice carefully.**

Your Legal Rights and Options in this Settlement	
File a Claim for Payment by August 22, 2024	Filing the Claim Form(s) included with this Notice, and available at www.EastPalestineTrainSettlement.com , will allow you to receive money under the Settlement, if it is approved by the Court.
File a Request for Exclusion by July 1, 2024	<p>If you do not wish to participate in the Settlement, you may exclude yourself or “opt out” of the Settlement Class by writing to the Settlement Administrator. As an “opt out”, you will have no rights to payments or benefits as a Settlement Class Member under the Settlement, and you will keep the right, if any, to sue Norfolk Southern.</p> <p>You do not need to, and should not, file a request for exclusion if you want to participate in the Settlement, but do not want to receive a Personal Injury Payment, as described below.</p>
Object to the Settlement by July 1, 2024	If you do not think the Settlement is fair, you may write to the Settlement Administrator to object to its approval by the Court.

Do Nothing

If you do nothing, you will get no payment or benefits from the Settlement and you will give up certain rights. You will be bound by the terms of the Settlement, but will not receive any payment from the Settlement. **However, by doing nothing, you will not be giving up any of your past, present, or future Personal Injury Claims, as defined in the Settlement Agreement. Medical monitoring and mental or emotional injury or harm are not Personal Injury Claims.**

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Please be patient.

Questions? Read on and visit www.EastPalestineTrainSettlement.com

PARA UNA NOTIFICACIÓN ESPAÑOL, LLAMAR O VISITAR NUESTRO WEBSITE

General Information

1. What is this lawsuit about?

This class action lawsuit seeks to recover money for the Persons and Businesses harmed by the Incident. The Honorable Benita Y. Pearson of the United States District Court for the Northern District of Ohio is the judge overseeing this case, called *In re: East Palestine Train Derailment*, Case No. 4:23-cv-00242. In the lawsuit, the Plaintiffs allege that Norfolk Southern (among others) caused the Incident and, as a result, the Settlement Class suffered real property damage, personal property damage, displacement expenses, lost wages, loss of business income, diminution of property value, increased risk of disease, emotional distress, disruption, inconvenience, loss of use and enjoyment of property and loss of goodwill. Norfolk Southern denies the claims asserted in the lawsuit and denies any wrongdoing, including that it violated any law.

2. Who are the lawyers representing the Settlement Class?

The Court appointed the following lawyers to represent you and the other Settlement Class Members: Seth A. Katz of Burg Simpson Eldredge Hersh & Jardine, P.C.; M. Elizabeth Graham of Grant & Eisenhofer P.A.; and Jayne Conroy of Simmons Hanly Conroy. The Court also appointed T. Michael Morgan of Morgan & Morgan, P.A. as a Co-Lead Counsel.

These firms are called Co-Lead and Class Counsel. You will not be charged individually for their services; if approved by the Court, Co-Lead and Class Counsel will be compensated from the Settlement. A copy of Co-Lead and Class Counsel's Motion for Attorneys' Fees and Expenses will be available by September 6, 2024.

Who is in the Class

3. Am I part of the Settlement Class?

You are a Settlement Class Member if you resided, worked, owned property, or owned or operated a business within 20-miles of the Derailment Site from February 3, 2023, to April 26, 2024. You are excluded from the Settlement Class if you are a director or duly elected and approved officer of Norfolk Southern, or any of its parents, subsidiaries, or affiliates; Norfolk Southern employees, and contractors of Norfolk Southern and their employees, who were specifically sent by Norfolk Southern to the area in and around the Derailment Site to respond to the Incident and do not otherwise fall within the definition of Settlement Class; Norfolk Southern's Counsel; Class Counsel; a government, political subdivision, public entity, or public agency; and the judge presiding over this Action and the judge's staff. If you are unsure whether you are part of the Settlement Class, a list of eligible addresses within 20-miles of the Derailment Site is available on the Settlement Website www.EastPalestineTrainSettlement.com.

The Settlement Benefits

4. What does the Settlement provide?

The Settlement creates a \$600 million Settlement Fund to make: (1) cash payments to Settlement Class Members; and (2) Court-approved payments for Administrative Expenses, Class Counsel’s Fee Award, and Class Representative Service Awards. Class Counsel will request attorneys’ fees of up to 27% of the Settlement Fund (\$162,000,000), settlement notice and administration costs and attorneys’ costs and expenses up to 3% of the Fund (\$18,000,000), and a \$15,000 Service Award to each of the Class Representatives. The Court may award less than these amounts.

To be eligible for a monetary award from the Settlement, Settlement Class Members must submit a Claim Form(s) (*see* Question 6 below). The amount each individual Settlement Class Member will receive will be determined through a Court-supervised claims process. Not all Settlement Class Members will receive the same amount. You do not need to hire a lawyer to participate in the Settlement.

This Settlement is separate from Norfolk Southern’s ongoing remediation of East Palestine and the surrounding area, as well as claims made by state and federal agencies for, among other things, environmental clean-up.

5. What payments can I get from the Settlement?

After deductions for approved Class Counsel’s Fee Award, Class Representative Service Awards, and Administrative Expenses, the remaining funds will be distributed to Settlement Class Members in the following ways depending on category: (1) Court-approved direct payments to individuals (“Direct Payments”); or (2) itemized compensation for actual net business losses (“Business Loss Payments”). In addition, for those Eligible Settlement Class Members within 10 miles of the Derailment Site who **voluntarily** choose to participate, Settlement Class Members may also submit Claims for personal injury payments (“Personal Injury Payments”) for which they may receive additional Court-approved lump sum payments in exchange for releases of past, present, and future Personal Injury Claims arising out of the Incident. The payment options provided by the Settlement are detailed below and more information is available on the Settlement Website www.EastPalestineTrainSettlement.com.

Direct Payments

Individual Settlement Class Member Households can receive a lump sum Direct Payment from the Settlement Fund based on a Court-approved formula that takes into account a number of factors, including geographic location, Household size, acreage, length of displacement, and the nature of property damage, if any. Using these factors, the Settlement Administrator will base your payment on how severely your life was disrupted and any resulting increased risk of future disease. Below are the **potential, average** lump sum payment amounts based on proximity to East Palestine, Ohio, for households that participate in the Settlement:

Distance	Estimate per Household
0-2 Miles	Approximately \$70,000
2-4 Miles	Approximately \$45,000
4-7 Miles	Approximately \$30,000
7-10 Miles	Approximately \$15,000
10-15 Miles	Approximately \$500
15-20 Miles	Approximately \$250

In order to receive a Direct Payment, you must submit a Claim Form. Direct Payments will be reduced by any payment you already received from Norfolk Southern. If, after everyone sends in Claim Forms, the compensation claims total more than \$600 million, net of all other expenses under the Settlement, the payments will be reduced. If the compensation claims are less than \$600 million net of costs, the payments will be increased and/or additional payments will be made.

Extraordinary Loss or Damage Payments

Individual Settlement Class Members who have extraordinary claims for uncompensated losses or damages may also submit Claims for additional compensation. Claims for extraordinary losses or damages must be supported by dated documentation. **The Settlement Administrator will conduct a detailed review of these Claims, which will significantly delay the payment of the Direct Payment, including any additional payment for extraordinary loss or damage.**

Personal Injury Payments

Settlement Class Members who were physically located within 10 miles of the Derailment Site may also receive additional lump sum Personal Injury Payments (“Eligible Personal Injury Settlement Class Members”). In evaluating Claims for Personal Injury Payment, the Settlement Administrator will use objective, Court-approved criteria like the nature of any physical injury and resulting medical treatment, if any, to allocate funds to each Eligible Personal Injury Settlement Class Member. Settlement Class Members who choose to submit a Claim for Personal Injury Payment will be required to separately execute releases of all past, present, or future Personal Injury Claims, known and unknown, related to or arising from the Incident (“Personal Injury Release”). To the extent an Eligible Personal Injury Settlement Class Member is a minor (under 18), additional terms apply, including that any Personal Injury Payments will only be made in accordance with applicable court orders.

Submission of a Claim for Personal Injury Payment is strictly voluntary; you are not required to submit a Claim for Personal Injury Payment to otherwise receive any other benefits under the Settlement, if eligible. Additional information about the Personal Injury Payments, including an example of the required Personal Injury Release, is available on the Settlement Website www.EastPalestineTrainSettlement.com. Below are the **potential, average** payment amounts based on proximity to East Palestine, Ohio, for individuals that submit a Claim for Personal Injury Payment:

Distance	Estimate per Person
0-2 Miles	Approximately \$10,000
2-5 Miles	Approximately \$5,000
5-10 Miles	Approximately \$1,000

Extraordinary Injury Payments

Eligible Personal Injury Settlement Class Members who believe they have extraordinary claims for uncompensated injury may also submit Claims for additional compensation. Claims for extraordinary injury must be submitted on an individual basis and must include itemized injuries supported by dated documentation. **The Settlement Administrator will conduct a detailed review of these Claims, which will significantly delay payment of the Personal Injury Payment, including any additional payment for extraordinary injury.**

Actual Net Business Loss Payments

Settlement Class Members that are Businesses may only submit an itemized compensation claim by submitting a Claim Form. The Settlement Administrator will conduct a detailed review of itemized compensation Claims, allocating funds for the actual net business losses caused by the Incident. Settlement Class Members that are Businesses will have their potential award, if any, reduced by the amount of any payment already received from Norfolk Southern or other sources.

If the Settlement is approved, whether you submit a Claim for Direct Payments, Business Loss Payments, object, or do nothing, you will not be able to sue, continue to sue, or be part of any other lawsuit against Norfolk Southern relating to the claims that were or could have been asserted in the First Amended Master Consolidated Class Action Complaint, a copy of which is available on the Settlement Website www.EastPalestineTrainSettlement.com.

How to Receive a Payment

6. How can I receive a payment?

To qualify for payment, you must timely submit a Claim Form. Read the instructions carefully. You can submit the completed Claim Form by mail to *In re: East Palestine Train Derailment Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, online at www.EastPalestineTrainSettlement.com or in person at the East Palestine Settlement Center located at 191 East Rebecca Street, East Palestine, Ohio 44413. The completed Claim Form must be submitted by no later than August 22, 2024. If the Court approves the Settlement, payments should start to go out in or around December 2024. But there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement. Please be patient.

Excluding Yourself from the Settlement

7. How do I get out of the Settlement?

You may opt out of the Settlement by mailing an request for exclusion to the Settlement Administrator at:

In re: East Palestine Train Derailment Settlement
Attn: Exclusions
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Settlement Class Members who desire to opt out of the Settlement must mail a written request to opt out stating that they seek exclusion from the Settlement and providing their: (1) name; (2) address; (3) telephone number; (4) e-mail address; (5) Class Member ID, if applicable; and (6) information regarding their attorney, if any.

To be valid and effective, an original request for exclusion must be signed by the Settlement Class Member, not by the Settlement Class Member's attorneys, if any, or anyone else. Mass or group opt-outs are not permitted, and each Settlement Class Member may only opt out on behalf of himself, herself or itself. Electronic signatures (other than DocuSign) are not valid and effective.

The request for exclusion must be postmarked no later than July 1, 2024, or it will be denied as untimely and invalid.

8. What happens if I opt out?

If you submit a timely and valid request for exclusion of the Settlement, you will not have any rights as a Settlement Class Member; you will not receive any payment or other benefits provided by the Settlement; you will not be able to object to the Settlement; and you will keep the right, if any, to sue Norfolk Southern for all claims arising out of the Incident.

Objecting to the Settlement

9. How do I object to the Settlement?

If you are a Settlement Class Member who wishes to participate in the Settlement but believes the Settlement terms are unfair, you can object to the Settlement. To object, you must send a letter to the Settlement Administrator explaining why you think the Court should not approve the Settlement. This letter must say that you object to the *In re: East Palestine Train Derailment Settlement*, and include your: (1) name; (2) address at which you lived, worked or owned a property or business from February 3, 2023, to the present; (3) email address; (4) telephone number; (5) signature; (6) documentation establishing your status as a Settlement Class Member; (7) the specific factual and legal reasons why the Settlement should not be approved; (8) whether you will appear or testify at the Final Approval Hearing; and (9) the name and contact information of your attorney, if any, and any class action settlements your attorney has objected to in the last five years. This letter must be mailed to the Settlement Administrator at: *In re: East Palestine Train Derailment Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, postmarked by no later than July 1, 2024.

You do not need to hire an attorney to submit an objection on your behalf; however, if you choose to do so at your own expense, that attorney must: (1) file a notice of appearance with the Court by no later than July 1, 2024; (2) file a sworn declaration attesting to their representation of the Settlement Class Member on whose behalf the objection is being filed; and (3) satisfy on behalf of the Settlement Class Member all substantive requirements for objection described in this Question. Objections cannot be made on behalf of multiple Settlement Class Members; each Settlement Class Member who wishes to object must submit an individual objection as described above. While the Court will consider your views, you cannot ask the Court to change the Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be sent out and the lawsuit will continue.

Unless the Court directs otherwise, any Settlement Class Member who fails to fully comply with the requirements for objecting will not be able to object to the Settlement, will not be heard on any such objection and/or will not be able to appeal from the Court's disposition of this Settlement. Objectors must still comply with the deadlines for filing Claims if they wish to participate in the Settlement.

10. What is the difference between objecting and opting out?

Objecting is telling the Court you do not like something about the Settlement and it should not be approved for any of the Settlement Class Members. You can object to the Settlement only if you do not exclude yourself from the Settlement. You can still get the Settlement benefits if it is approved over your objection.

Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you.

You cannot opt out of the Settlement and object to it.

If You Do Nothing

11. What happens if I do nothing at all?

If you take no action at all, you will get no Settlement payment or benefit, but you will have given up your right to start a lawsuit, continue a lawsuit or be part of any other lawsuit against Norfolk Southern relating to the Incident. **However, any Personal Injury Claim you may have arising out of the Incident against Norfolk Southern will not be affected even if you do nothing.**

The Final Approval Hearing

12. When will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on September 25, 2024, at 10:00 a.m. at the Thomas D. Lambros Federal Building and United States Courthouse, 125 Market Street, Youngstown, Ohio 44503. At this hearing, the Court will consider whether the Settlement Agreement and proposed Settlement is a fair, reasonable and adequate resolution of the lawsuit. If there are timely and properly submitted objections, the Court will consider them and any response Plaintiffs and Norfolk Southern may have to those objections. The Court may listen to people who have asked to speak at the hearing. Unless you have objected to the Settlement and asked to speak at the Final Approval Hearing, it is not necessary for you to attend to receive a Settlement payment. At or after the hearing, the Court will decide whether to approve the Settlement. The Court will also decide how much Class Counsel and Class Representatives will be paid from the Settlement Fund, and will make an award for approved litigation, Notice and Settlement Administration costs. If the Court ultimately does not approve the Settlement, or if the Court's approval is reversed on appeal or the Settlement Agreement is terminated, then the Settlement will become null and void. If the Settlement becomes null and void, the case will proceed as though the Settlement Agreement was never entered into.

Getting More Information

13. Are more details about the Settlement available?

Yes. This Notice simply summarizes the proposed Settlement. The specific details are in the Settlement Agreement and other case documents. You can get a copy of these and other documents at www.EastPalestineTrainSettlement.com, by calling (833) 425-3400 or by accessing the docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.ohnd.uscourts.gov>.

14. What if my address or contact information changes?

It is your responsibility to contact the Settlement Administrator by calling (833) 425-3400, visiting the Contact section of www.EastPalestineTrainSettlement.com or mail the Settlement Administrator at: *In re: East Palestine Train Derailment Settlement*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324.

All current dates and deadlines are available on the Settlement Website, although dates may be subject to change with approval of the Court. You may also contact the Settlement Administrator by phone at (833) 425-3400 or email at info@EastPalestineTrainSettlement.com. Do not contact Class Counsel or the Court to request any additional information.