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March 27, 2023

**RE: *Intercontinental Terminals Company Litigation and NSK Litigation – Update***

**\*\*\* IMPORTANT \*\*\***

***NOTICE OF NON-COMPLIANCE***

***NOTICE OF WARNING FOR POTENTIAL WITHDRAWAL***

***NOTICE OF UPCOMING STATUTE OF LIMITATIONS – APRIL 10, 2023***

***FINAL DEADLINE TO RETURN SIGNATURE PAGE: APRIL 5, 2023***

Dear Clients,

I hope this letter finds you and your family well. We are writing to follow up on the several requests we have now sent you to sign the verification page pertaining to settlement negotiations of your claims. If you are receiving this letter, it means we still have not received a completed signature page for one or all of the claims you have arising from the ITC Fire that began on or around March 17, 2019.

**Deadline for Signature Page:** We have recently entered a new agreement with counsel for ITC that provides yet more time to sign and return the verification page that is attached to this letter before the statute of limitations runs in your case. Based on this agreement, **the new deadline to sign and return the attached signature page is April 5, 2023.** Once you sign and return the signature page, your case will remain tolled under the current tolling agreement that we have entered and negotiated on your behalf, and your case will proceed with settlement negotiations that remain ongoing with the court-approved mediator and counsel for ITC and NSK.

**Notice of Potential Withdrawal:** If we do not receive the fully completed attached signature page from you by Wednesday, April 5, 2023, we will unfortunately have no other choice than to withdraw as counsel on any case or claim that you may have arising from the ITC Fire that occurred on or about March 17, 2019. Please take further note: In the event we must withdraw from representation of your case in this matter due to non-compliance/failure to return the attached signature page within the deadline specified herein, the withdrawal will be effective April 5, 2023 and will also include withdrawal of any other lawyer that you may have previously hired that

referred your case to my law firm for handling. Finally, in the event we must withdraw our representation of your case, we will not assert any fee or expense interest on your claims, and you will be free to seek advice and representation from a different lawyer willing to represent you in this matter.

**Notice of Upcoming Statute of Limitations:** In the event we must withdraw our representation of your claims due to your refusal or failure to return the attached signature page on or before April 5, 2023, **PLEASE TAKE NOTE that the STATUTE OF LIMITATIONS IN YOUR CASE WILL RUN APRIL 10, 2023. This means that you will need to file a lawsuit for any claims you believe you may have that arise from the ITC Fire of March 17, 2019 on or before APRIL 10, 2023 or you may be permanently barred from any recovery in this case.**

Lastly, please see below for some frequently asked questions and answers that we have provided to further assist you in the signing of the attached signature page. As always, if you have questions regarding the signature page or any other aspect of your case, please contact us as soon as possible.

***A. What is the signature page?***

The attached signature page asks you to review and provide written permission to allow my law firm to negotiate your claim, along with all the other claims that we represent arising from the ITC fire that occurred in March 2019. This is also referred to as aggregated settlement negotiations. **If you sign and return the signature page before the deadline, your case will continue to be tolled per the original tolling agreement, and we will continue efforts to resolve your case through ongoing mediation and settlement conferences.**

Aggregated settlement negotiations mean we intend to negotiate settlement terms for our entire ITC docket altogether, rather than case by case. Aggregated settlement negotiations are fairly common in cases involving the number of claims such as those that have been made from the ITC fire incident. Specifically, aggregated settlement negotiations and offers generally allow a more efficient and faster negotiation process – rather than having to negotiate each individual case one at a time. If you do not consent to the aggregated settlement process, **please be advised you will need to hire a different lawyer and/or file a lawsuit for any claims you may have arising from the ITC Fire of March 17, 2019 on or before April 10, 2023 – THE NEW STATUTE OF LIMITATIONS FOR YOUR CASE.**

To accomplish this goal and in accordance with the settlement discussions that have taken place so far amongst ITC, NSK, and the other co-lead lawyers representing other plaintiffs in this matter, **we are evaluating aggregated settlement negotiations based on a tier system that assesses individual case value depending on several factors.** These factors include but are not limited to location and length of exposure, extent of medical treatment, hospitalization, number of doctor visits, medical bills, lost time from work, your age, and any pre-existing conditions you may have had prior to the fire.

To that end, we strongly feel it necessary to negotiate your claim in the aggregate with our other clients' claims – and advise you this is the same manner other co-lead plaintiffs' lawyers

are approaching settlement negotiations in their cases. If you agree to this approach, your case will be grouped with other similar cases based on the tier system described herein and we will attempt to settle yours and other cases all at once, rather than individually – or one at a time.

We also want you to have reasonable expectations. As with any settlement negotiation process, it is very possible that we are not able settle your claim and are forced to trial – we are prepared for that option as well. Our job is to make sure you are fairly and reasonably compensated for damages we can legally and rightfully prove.

***B. Do you have to sign and return the signature page?***

**No. You are free to accept or reject this negotiation approach, but we strongly recommend that you accept it. However, PLEASE TAKE NOTICE: If you refuse to accept this settlement negotiation approach and thereby do not sign and return the signature page on or before April 5, 2023, we will have no choice than to withdraw as lawyers in your case. This withdrawal will be effective as to my law firm and any other lawyer that you may have previously hired that referred your case to my law firm for handling.**

If you do not wish to sign and return the signature page, you will need to hire a different lawyer and/or file a lawsuit for any claims you may have arising from the ITC Fire of March 17, 2019 on or before April 10, 2023 – THE NEW STATUTE OF LIMITATIONS FOR YOUR CASE. Please refer to the Notice of Potential Withdrawal and Notice of Statute of Limitations sections at the beginning of this correspondence for further instruction. If you have any questions regarding our potential withdrawal or the statute of limitations, please contact my office as soon as possible.

***C. What happens if you do not sign and return the signature page before the deadline?***

If you fail to sign and return the signature page before the deadline – for whatever reason – your claim will no longer be tolled and must be filed as a lawsuit by April 10, 2023. THAT MEANS THAT THE **STATUTE OF LIMITATIONS WILL RUN ON YOUR CASE BY APRIL 10, 2023** IF YOU FAIL TO RETURN THE SIGNATURE PAGE BEFORE THE DEADLINE STATED IN THIS LETTER.

If you do not return a signature page on or before April 5, 2023, then we will have no choice than to withdraw as lawyers for any case that you may have in this matter. As stated herein, the withdrawal will include not only my law firm, but any other law firm that you may have previously hired that referred your case to my office for handling. Please refer to the Notice of Potential Withdrawal and Notice of Statute of Limitations sections at the beginning of this correspondence for further instruction. If you have any questions regarding our potential withdrawal or the statute of limitations, please contact my office as soon as possible.

***D. What we will do to ensure everyone has an opportunity to review, sign and return the signature page.***

As part of our commitment to provide the best possible representation for your claims,

our hope is to obtain as many signature pages as possible, so that we can continue meaningful efforts to negotiate and resolve the claims represented by our firm. By maximizing the number of cases that can remain on the tolling agreement, we are able to streamline these efforts and position your case and all others that are tolled in the best possible manner for settlement.

To this end, our firm will be sending text message and email reminders of the signature page and new deadline for every client that has provided our law firm with a valid email address and/or cell phone number. Moreover, our firm has and will continue sending written letters by US mail to those clients that did not provide our office with either an email address or cell phone number. These messages will only be limited to those clients that we believe have not sent in the completed signature page.

Moreover, if you have any questions regarding the signature page or the permission we are asking to obtain from you, please do not hesitate to contact our office and one of our dedicated team members will be happy to assist you and answer any questions you may have. The lawyers working on your case are also here to speak personally with you if you need further assistance.

***E. What you should do if you continue receiving reminder messages regarding the signature page but believe that you have already returned it.***

If you continue receiving reminder messages but believe that you have already returned the signature page, it is because we have either not received a signature page from you, or there is an aspect of the signature page that you returned that is incomplete or deficient. This could be that you failed to properly sign off on your claims *or* there may be other claims from members of your household (e.g., children, disabled adults, previously deceased family members) that require your signature as well. As a reminder, if you represent claims for children that are younger than eighteen (18) years old, a disabled adult for which you have power of attorney, or you represent claims for someone that has passed away since the ITC fire, **we need you to complete the fields requesting the name(s) for those individuals and their relationship to you.**

If you signed and returned the signature page, but continue receiving our reminder messages, **please call, text, or email our office as soon as possible to ensure all signatures have been obtained for you and/or your household's claims arising from the ITC fire.**

***F. What is the deadline to sign and return the signature page?***

To ensure enough time to receive, review and return the signature pages to the lawyers representing ITC, we must receive the signature page for yours *and* any other claims that you may represent before close of business **Wednesday, April 5, 2023**. Any signature pages for claims that are signed and returned by this deadline will remain on the original tolling agreement and no other action pertaining to the signature page will be needed from you at that time.

If you for whatever reason fail or refuse to provide the signature page by this deadline, your claim will no longer be tolled and must be filed as a lawsuit by April 10, 2023. **THAT MEANS THAT THE STATUTE OF LIMITATIONS WILL RUN ON YOUR CASE BY APRIL 10, 2023** IF YOU FAIL TO RETURN THE SIGNATURE PAGE BEFORE THE

DEADLINE STATED IN THIS LETTER.

If you do not return a signature page on or before April 5, 2023, then we will have no choice than to withdraw as lawyers for any case that you may have in this matter. As stated herein, the withdrawal will include not only my law firm, but any other law firm that you may have previously hired that referred your case to my office for handling. Please refer to the Notice of Potential Withdrawal and Notice of Statute of Limitations sections at the beginning of this correspondence for further instruction. If you have any questions regarding our potential withdrawal or the statute of limitations, please contact my office as soon as possible.

As always, if your address, phone number, or e-mail address changes, please provide us with your updated contact information so we can keep you informed about your case. If you have any questions or would like to discuss your specific claims in further detail, please do not hesitate to call, text, or email my legal assistant, **Jennifer Hill (Direct: 713-226-5108)**, with any questions or concerns you may have. You also can e-mail our firm at [itclawsuit@awtxlaw.com](mailto:itclawsuit@awtxlaw.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Benny Agosto, Jr.', with a stylized flourish extending to the right.

Benny Agosto, Jr.

BAJ/JDS

Inc. Signature page

CC: Referring attorneys

