

Westwater Resources Announces Favorable Decision by Texas Supreme Court

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CENTENNIAL, Colo., March 26, 2018 (GLOBE NEWSWIRE) -- [Westwater Resources Inc.](#) (Nasdaq:WWR) (“WWR” or “Westwater”) is pleased to announce that, on March 23, 2018, the Supreme Court of the State of Texas issued a unanimous (8-0) decision favorable to Westwater in its long-running lawsuit between a Westwater subsidiary, URI, Inc., and Kleberg County, Texas. The lawsuit involved a post-mining restoration standard, as reflected in a 2004 settlement agreement between URI, Inc. and Kleberg County, for one specific water well (out of a total of 39 wells) at URI’s Kingsville project. Kleberg County argued that only baseline data taken in 1985 should be used to determine the clean-up standard for the well, which showed that the water in the specific well was allegedly suitable for agricultural irrigation purposes prior to the start of mining. URI argued that baseline data taken in both 1985 and 1987 should be used to determine the clean-up standard for the well, and that averaging the two data sets showed no suitable use prior to the start of mining. The Supreme Court ruled in complete favor of URI and denied Kleberg County any further relief.

Chris Jones, Westwater’s President, expressed satisfaction with the decision. “We have long believed that the restoration process at Kingsville was performed in full compliance with all state requirements as well as the 2004 settlement agreement. Now the Texas Supreme Court agrees with us. Both parties have spent considerable time and money to reach this outcome, and Westwater is pleased that the rule of law has been properly applied. We will continue to restore the Kingsville project as required by state law and look forward to future opportunities to demonstrate our commitment to the health and safety of the citizens of Kleberg County.”

In this litigation, which began in 2007, the trial court concluded in 2013 that URI breached its contractual obligation, under the 2004 settlement agreement with Kleberg County, to restore one of 39 wells to its pre-mining use based on baseline data obtained for that specific well in 1985. The trial court ordered URI to continue restoring that one specific well until the water was suitable for agricultural irrigation use. The court of appeals affirmed in 2016 on liability, reversed on remedies, and held that Kleberg County was entitled to its attorney’s fees as a result of prevailing on URI’s contract breach. The issue before the Supreme Court was whether the specific language contained in the 2004 settlement agreement required URI to apply only the 1985 baseline data or whether URI should apply both 1985 and 1987 baseline data. Although the 2004 settlement agreement was silent on the use of either 1985 or 1987 data, both URI and Kleberg County agreed, and the trial court and the court of appeals concluded, that on this issue the 2004 settlement agreement was unambiguous and clear on its face.

In its decision the Supreme Court found that the 2004 settlement agreement did not refer to any particular set of data, or prescribe the use of particular data, or place limitations on the data that may be considered or require restoration of any well let alone a particular well. The Supreme Court then reasoned as follows:

“The lower courts concluded, however, that URI could not use the 1987 baseline data, alone or in combination with the 1985 baseline data, precisely because this outcome would ensue from a plain and objective reading of the Settlement Agreement. Even though the contract admits no ambiguity, the lower courts engrafted limitations that are entirely external to the instrument and directed to fulfill Kleberg County’s unexpressed subjective intent. This is not a proper use of surrounding facts and circumstances. Courts cannot rewrite the parties’ contract to add to or subtract from its language.”

In conclusion, the Supreme Court stated “. . . as a matter of law, URI did not breach . . . the Settlement Agreement . . .” and then it “reversed the court of appeals judgment and rendered judgment that Kleberg County take nothing on its breach-of-contract claim.” A complete copy of the Supreme Court’s decision can be found on Projects Overview page of Westwater’s website at www.westwaterresources.net.

Westwater was represented before the Texas Supreme Court by Duncan C. Norton with the Austin law firm

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