RECOMMENDED FOR PUBLICATION
Pursuant to Sixth Circuit I.O.P. 32.1(b)

File Name: 26a0298p.06

UNITED STATES COURT OF APPEALS

FOR THE SIXTH CIRCUIT

IN RE: E. PALESTINE TRAIN DERAILMENT.

BARBARA ADAMS, et al.,
Movants-Appellants,

PLAINTIFFS' CLASS COUNSEL, on behalf of the Settlement Class,
Plaintiffs-Appellees,

v.

NORFOLK SOUTHERN RAILROAD COMPANY, et al.,
Defendants-Appellees.

No. 26-3499

Appeal from the United States District Court for the Northern District of Ohio at Youngstown.
No. 4:23-cv-00242—Benita Y. Pearson, District Judge.

Decided and Filed: November 10, 2026

Before: THAPAR, READLER, and HERMANDORFER, Circuit Judges.

COUNSEL

ON BRIEF: Jedidiah Irving Bressman, BRESSMAN LAW, Dublin, Ohio, for Appellants. Seth A. Katz, BURG SIMPSON ELDREDGE HERSH & JARDINE, P.C., Englewood, Colorado, for Appellee Plaintiffs' Class Counsel. Alan Schoenfeld, WILMER CUTLER PICKERING HALE AND DORR LLP, New York, New York, Albinas Prizgintas, WILMER CUTLER PICKERING HALE AND DORR LLP, Washington, D.C., for Appellees Norfolk Southern Railway Company and Norfolk Southern Corporation.

OPINION

THAPAR, Circuit Judge. Compromise requires give and take. That's true of the hard-fought settlement East Palestine residents reached with Norfolk Southern after a train filled with hazardous chemicals derailed in their town. That settlement entitled every resident to direct payments from Norfolk Southern. Many residents also chose to take an extra payment. In return for that payment, they gave Norfolk Southern a concession: They wouldn't sue over personal injuries. Thanks to the settlement, the victims started receiving payments. Yet now, a few residents want their right to sue back. So they asked the district court for relief from the settlement. The district court saw no basis for that extraordinary relief, and neither do we.

I.

Late on a frigid February evening, a Norfolk Southern train carrying nearly a thousand tons of chemicals careened off the tracks and lit ablaze in East Palestine, Ohio. The crash and its cleanup released dangerous chemicals into the environment. It also launched a class-action lawsuit with a class of nearly half a million members.

The parties performed extensive environmental testing, produced millions of documents, and retained dozens of experts, but no one could know for sure how much long-term damage the chemical exposure would cause. And, in the short term, East Palestine residents needed compensation. Rather than endure more years of litigation, they negotiated with Norfolk Southern and reached a settlement. The district court approved this settlement after a fairness hearing.

As part of the agreement, Norfolk Southern agreed to create a $600 million settlement fund. Any class member could submit a form to receive direct payments. The settlement also gave each class member the option to waive his separate personal-injury claims in exchange for an additional payment. And if a class member believed the direct and personal-injury payments would underestimate his unique circumstances, he could submit claims for extraordinary loss or injury to receive individualized consideration.

Almost everyone was willing to live with the agreement, recognizing that an expedited settlement requires some give and take. But some objectors challenged the deal, saying class counsel should've reviewed and shared additional expert declarations and testing about long-term chemical exposure risks. *In re E. Palestine Train Derailment*, 158 F.4th 704, 714 (6th Cir. 2025). The district court rejected their challenge, and we affirmed. *Id.* We noted that the objectors hadn't paid their appeal bond, and that their objections were unlikely to succeed anyway. Why? "[G]iven the balance of conflicting evidence," we saw no reason class counsel should've further inflated the "billowing record" with additional expert declarations and testing rather than negotiate a fair, speedy settlement. *Id.*

The settlement thus went into effect, and East Palestine residents began collecting payments from the $600 million pot. A few of the residents who took extra personal-injury payments, however, came to regret waiving their personal-injury claims. They say class counsel misled them about the long-term risks of chemical exposure by promoting only one side of the scientific debate. Plus, they argue that Norfolk Southern structured testing agendas and settlement provisions to the class's disadvantage.

For those reasons, 196 of the residents who signed personal-injury releases—a small fraction of the class—moved for relief from the settlement approval. The district court denied the motion, and the movants appealed.

II.

The movants request relief from the judgment approving their settlement under Rule 60. Because parties rely on the finality of their judgments, Rule 60 motions face "stringent limits." *King v. United States*, 143 F.4th 705, 709 (6th Cir. 2025). The movants must show by clear and convincing evidence that they meet Rule 60's prerequisites. *West v. United States*, 187 F.4th 441, 454 (6th Cir. 2026). And we review the district court's denial of relief for abuse of discretion. *King*, 143 F.4th at 710. What the movants call their Rule 60(d)(3) argument—that class counsel defrauded the court—doesn't pass muster.[1] Neither does the movants' Rule

[1]The text of Rule 60(d)(3) doesn't appear to provide a standalone basis to seek motions relief. Instead, it reads as a saving clause that "preserves parties' ability to obtain relief from a judgment in limited ways other than

60(b)(3) theory that Norfolk Southern defrauded them. Finally, extraordinary Rule 60(b)(6) relief isn't justified.

A.

Start with the movants' contention that class counsel committed fraud on the court, warranting relief under Rule 60(d)(3). To set aside the judgment on these grounds, the movants must show by clear and convincing evidence that (1) an officer of the court (2) directed conduct to the judicial machinery that's (3) intentionally false, willfully blind to the truth, or in reckless disregard for the truth. Plus, that conduct must be (4) a misrepresentation or a breach of a duty to disclose, and it must (5) deceive the court. *Carter v. Anderson*, 585 F.3d 1007, 1011 (6th Cir. 2009). The movants point to several statements and omissions by class counsel, but none are fraudulent.

1. Carson's Video

First, the movants highlight class counsel's statements at the pre-settlement fairness hearing. Before the hearing (and out of court), class counsel played the class a video of Dr. Carson, an expert, estimating low long-term risks from chemical exposure. When introducing that video, counsel described Carson as "completely independent." R. 994-1, Pg. ID 69027. At the fairness hearing, class counsel clarified that it didn't retain Carson. The movants challenge class counsel's statements about Carson as fraud.

The movants don't dispute that class counsel never retained or paid Carson. So class counsel's statements to that effect at the fairness hearing weren't fraud.

As for class counsel's out-of-court description of Carson as "completely independent," that statement didn't defraud the court either. *Id.* For one thing, class counsel characterized Carson that way in a video it showed to the *class*, not to the *court*. That means class counsel

---

through a Rule 60(b) motion." *Coney Island Auto Parts Unlimited, Inc. v. Burton Tr. for Vista-Pro Auto., LLC*, 607 U.S. 155, 161 n.5 (2026). Yet both sides frame the fraud-on-the-court argument as arising "under Rule 60(d)(3)." *E.g.*, Appellants' Br. at 26; Class Counsel Br. at 37. And they don't raise any arguments about potential distinctions in the applicable standards or the relief available through alternative avenues for pursuing fraud-on-the-court claims. We thus take the parties' Rule 60(d)(3) arguments as we find them and otherwise "express no view regarding the limits applicable to obtaining relief through" other methods. *Coney Island*, 607 U.S. at 161 n.5.

didn't "direct[]" its statement at "the judicial machinery," as Rule 60(d)(3) requires. *Carter*, 585 F.3d at 1011. And in any event, the independence claim didn't "deceive[]" anyone. *Id.* The movants attack Carson's independence by pointing out that class counsel "arranged for [him] to speak." Appellants' Br. at 27. But any class member who watched class counsel introduce Carson and play his video thereby learned that class counsel arranged it. Thus, no one could've mistaken class counsel's independence claim for an assertion that class counsel didn't arrange the video.

Besides, litigants can't use Rule 60 motions to take a second bite at a judgment's merits. *Tyler v. Anderson*, 749 F.3d 499, 509 (6th Cir. 2014). Yet that's just what the movants did by asking the district court to take a second look at the Carson video. In approving the settlement, the district court rejected the objectors' contentions that class counsel mischaracterized the video. And by affirming that the settlement was likely fair, we did the same. *In re E. Palestine Train Derailment*, 158 F.4th at 714; *see* Appellants' Brief 32 (No. 24-3852), 2024 WL 5381658 (making the same argument in the previous appeal). So recycling fairness objections as fraud claims doesn't work.

The movants respond that their Rule 60 motion adds new evidence of fraud found after the district court approved the settlement. Namely, they include an email showing that RebuttalPR (a public-relations firm) provided "the edited version of the" Carson video to class counsel. R. 1014-1, Pg. ID 70983. The movants cite RebuttalPR's editing to analogize this case to *Hazel-Atlas Glass Co. v. Hartford-Empire Co.*, 322 U.S. 238 (1944). There, a lawyer ghostwrote an academic article praising his client's invention and passed it off to the Patent Office and a court under an expert's name. *Id.* at 240. That was fraud.

But *Hazel-Atlas* is a far cry from this case. There's no evidence that RebuttalPR secretly wrote or deceptively edited Carson's presentation. So unlike the lawyer in *Hazel-Atlas*, class counsel didn't cloak its own opinion (or a PR firm's) with a false name. What's more, RebuttalPR's role doesn't falsify the statement class counsel directed to the *court*: that class counsel didn't retain Carson.

Recognizing this problem, the movants argue that class counsel should've disclosed RebuttalPR's involvement to the court. Yet class counsel had no "duty to disclose" that information. *Carter*, 585 F.3d at 1011. The movants propose two sources for the duty, but neither fits the bill.

The first, Rule 23, requires class counsel to "fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(4). To be sure, that rule makes class counsel "fiduciaries to the class members." *Bowles v. Sabree*, 121 F.4th 539, 553 (6th Cir. 2024). That means class counsel must promote the class's interests, not "give[] preferential treatment to the named plaintiffs"—or to the lawyers. *In re Dry Max Pampers Litig.*, 724 F.3d 713, 718 (6th Cir. 2013) (quotation omitted). We must "carefully scrutinize" class counsel's compliance with that duty. *Id.* But that duty runs to the *class*, not to the *court*. So it can't ground a fraud-on-the-court theory.

Even setting that problem aside, class counsel didn't violate its Rule 23 fiduciary duties to the class. True, class counsel's duties sometimes include disclosure requirements. For example, counsel must share important information about settlement terms with the class. *See Vassalle v. Midland Funding LLC*, 708 F.3d 747, 759 (6th Cir. 2013). But that doesn't mean class counsel must broadcast its every move. After all, the point of class representation is to relieve everyday Americans of the burdens of litigation, like deciding on a PR firm or preparing deposition questions. Class counsel needn't share those moment-to-moment decisions unless concealing them would mislead the class. Because class counsel's nondisclosure of the PR firm wasn't misleading, it didn't violate Rule 23. The district court thus acted well within its discretion by declining to revisit a settlement that "largely satisfied" the class simply because of RebuttalPR's undisclosed role. *In re E. Palestine Train Derailment*, 158 F.4th at 714.

The movants' second proposed source for a duty to disclose information about RebuttalPR is an Ohio professional conduct rule. *See* Ohio Prof. Cond. R. 3.3(a); N.D. Ohio L.R. 83.7(a) (adopting the Ohio Rules of Professional Conduct). That rule fares better than Rule 23 in one way: It imposes a duty that runs to the "*tribunal*," not just to the class. Ohio Prof. Cond. R. 3.3(a). But Rule 3.3(a) only covers "false statement[s]," false "evidence," and failures "to disclose . . . *legal* authority." *Id.* (emphasis added). The rule doesn't penalize failures to

disclose background facts, like RebuttalPR's involvement. The movants also quote a different Ohio rule that requires certain factual disclosures when "necessary to avoid assisting an *illegal* or *fraudulent* act by a client." Appellants' Br. at 19–20 (quoting *id.* R. 4.1(b)); *see* Ohio Prof. Cond. R. 3.3(b) (similar). That rule doesn't apply here, either. No one contends that class counsel covered up its emails with RebuttalPR to help its clients (the class members) commit crimes or fraud of their own.

In sum, class counsel accurately represented the Carson video and didn't need to say anything more. And without misrepresentations or duty-breaching omissions, there's no fraud.

2. Petty's Declaration

Next, the movants say class counsel covered up Stephen Petty's expert opinions. Class counsel retained Petty as an expert, but Petty later spoke out against the settlement before its approval. He thinks the long-term risks caused by chemical exposure are potentially far higher than Carson estimated. That's in part because Petty grew skeptical of the EPA's methods for testing chemical levels in East Palestine's soil. He instead favored measurements from Scott Smith, a third-party tester. Petty explained his view over seven pages of analysis, which referenced hundreds of pages of exhibits from Smith.

In the movants' view, class counsel fraudulently concealed Petty's opinions from the district court. Class counsel didn't discuss Petty's opinions in its brief supporting approval of the settlement. And at the fairness hearing, class counsel dismissed Petty as "one voice" among "scores of other experts," including supporters of the settlement like Dr. Richard Schuhmann. R. 553, Pg. ID 14486.

None of that amounts to fraud. The court learned about Petty's opinion through a third-party declaration. Thus, class counsel couldn't have "deceive[d] the court" by hiding Petty's opinion even if it had wanted to. *Carter*, 585 F.3d at 1011.

There's another problem with the movants' argument too. The movants don't dispute that class counsel's statement at the fairness hearing was literally true: Petty is one voice, and this case involved dozens of experts. So instead of citing any affirmative misrepresentation, the

movants say class counsel concealed Petty's opinions. But that's not fraud either. As with the Carson video, the movants don't identify any breach of a duty to disclose information. Class counsel's Rule 23 fiduciary duties run to the class, not the court. Fed. R. Civ. P. 23(g)(4). And its professional duty of candor to the tribunal didn't require disclosure because it wasn't necessary to prevent criminal or fraudulent activity by the class. Ohio Prof. Cond. R. 3.3(a), 4.1(b).

To get around that problem, the movants tack on a more specific omission: Class counsel didn't disclose the underlying data on which some of Petty's opinions relied. But the court still knew Petty's bottom-line conclusion. And class counsel has a good explanation for why it didn't disclose the data. Petty declined to share the data because of a protective order. Undeterred, the movants respond that class counsel should have moved to modify the protective order. But the objectors themselves made such a request, and the court denied it. So this suggestion critiques class counsel for failing to file a doomed motion, not for a false "averment" or "concealment." *Carter*, 585 F.3d at 1011. That's not fraud.

Next, the movants home in on class counsel's statements at the fairness hearing about the scientific testing that Petty and other experts disputed. The movants say class counsel misled the court by claiming, "We didn't rely on EPA data." R. 553, Pg. ID 14487. In reality, the expert class counsel cited, Dr. Schuhmann, did use EPA data.

Context resolves that apparent discrepancy. To see whether the derailment increased the concentration of chemicals in the environment, Schuhmann compared the chemicals' post-derailment levels to their background levels. Schuhmann did his own post-derailment testing, but he relied on EPA background data. When class counsel said, "We didn't rely on EPA data," the next sentences clarified: "We went out and we did our own testing. We did split samples. We eliminated background levels." R. 553, Pg. ID 14487. That statement is ambiguous: Was class counsel saying it didn't use EPA data for *any* tasks described in those three sentences (which would be false)? Or was counsel only referring to the immediate next sentence—that Schuhmann conducted post-derailment testing of his own (which would be true)? Because counsel's statement was ambiguous, there's no clear and convincing evidence that it was false, much less "intentionally" or "reckless[ly]" so. *Carter*, 585 F.3d at 1011.

What's more, the movants' arguments about Petty's declaration and the underlying testing echo the objections to final approval. That's a problem because, as we discussed, Rule 60 motions aren't second chances to contest a judgment on its merits. *Gonzalez v. Crosby*, 545 U.S. 524, 532 (2005). The movants again try to dodge that obstacle by presenting new, post-approval evidence. They present internal government correspondence describing the "plume" arising from the derailment as "really toxic" and worrying that the "occurrence of a cancer-cluster in [East Palestine] is not zero." R. 1014-5, Pg. ID 71037. They also bring forward post-approval soil testing by Scott Smith—the expert whose opinion Petty endorsed—that corroborates his earlier scientific opinions. And they cite a post-approval academic study on soil contamination linked to the derailment.

These new discoveries don't move the needle. At the time of final approval, we noted that this case's large record included "conflicting evidence" on difficult scientific questions. *In re E. Palestine Train Derailment*, 158 F.4th at 714. The new evidence underscores the point. As time goes on, the evidence will keep mounting. That's because settling the litigation didn't settle the science. East Palestine residents knew it'd be many years before the evidence would reveal the derailment's risk with certainty. Yet they reached a settlement anyway because they didn't only care about certainty—they also valued their time. Residents needed compensation before they could pinpoint their precise risk.

So the question isn't whether Schuhmann, Carson, Petty, Smith, or the EPA had the best view of the science in hindsight. Maybe new evidence would help answer that question. But the question at this stage is instead whether class counsel defrauded the court that approved the settlement. And new *post*-settlement evidence, standing alone, doesn't suggest class counsel lied to the court *pre*-settlement. So the fraud arguments based on Petty's declaration and the underlying testing fail.

3. Druckenbrod's Diagnosis

Finally, the movants fault class counsel for failing to disclose a class member's injuries to the court. About a month before the fairness hearing, Austin Druckenbrod submitted a claim for extraordinary injury to the settlement fund. He reported that a doctor diagnosed him with

Reactive Airways Dysfunction Syndrome caused by the derailment. While class counsel knew about his injury, it didn't disclose the injury to the court.

That silence wasn't fraud. Class counsel never told the court that the derailment would cause zero injuries like Druckenbrod's. Indeed, at the fairness hearing, class counsel pointed the court to a mechanism for redressing extraordinary injuries. For example, if someone "right at the site of the derailment" had "acute symptoms as a result of an exposure," they could obtain an "enhanced payment" for their extraordinary injuries. R. 553, Pg. ID 14479–80. Class counsel was right: The settlement contemplated extraordinary injuries and provided class members a way to receive individualized consideration of those injuries. That's what Druckenbrod did. So class counsel's representations to the court were consistent with the possibility of extraordinary injuries like Druckenbrod's.

The movants thus rely on a concealment theory rather than identifying an affirmative misrepresentation. That argument faces a familiar obstacle. The movants must point to some source of class counsel's duty to disclose the information to the court. *Carter*, 585 F.3d at 1011. But neither of their candidates work (Rule 23 or the Ohio Professional Conduct Rules), so their fraud claim fails for that reason too.

In sum, none of the fraud-on-the-court theories stick. Class counsel didn't defraud the court under Rule 60(d)(3), so the movants can't win relief on that basis.

B.

Next, turn to the movants' argument that Rule 60(b)(3) provides a basis for relief. To win relief under Rule 60(b)(3), a movant needs clear and convincing evidence that an "opposing party" committed "fraud," "misrepresentation," or "misconduct." Fed. R. Civ. P. 60(b)(3). That means the movants must show that Norfolk Southern either affirmatively misrepresented "a material fact" or concealed one despite "a duty to disclose," inducing the movants to act to their detriment. *Giasson Aerospace Sci., Inc. v. RCO Eng'g Inc.*, 872 F.3d 336, 340 n.3 (6th Cir. 2017). So to recap, (b)(3) is different from (d)(3) in two ways: the fraudster must be Norfolk

Southern, not class counsel, and the victim may be the movants, not only the court.[2] Despite those differences, the movants' (b)(3) arguments fare no better than their (d)(3) arguments.

1. Testing Results

The movants start by claiming Norfolk Southern misrepresented that its own environmental testing, the EPA's testing, and state regulators' testing supported the settlement outcome. In the movants' view, post-settlement evidence proved Norfolk Southern's testing wrong. But the only alleged misrepresentations the movants cite are statements Norfolk Southern made in its briefing on this Rule 60 motion. Since that briefing occurred *after* the settlement, it couldn't have induced the movants to enter the settlement a year prior. *See id.* That means Norfolk Southern's statements can't satisfy Rule 60(b)(3).

Alternatively, the movants say Norfolk Southern concealed evidence despite a duty to disclose. How? By convincing the EPA to remove five entries from a list of chemicals the agency had asked Norfolk Southern to measure in East Palestine's environment. Yet the movants never say where they derive Norfolk Southern's purported duty not to request deletions from the EPA's list—or its duty to disclose any deletion requests to the movants.

And in any event, Norfolk Southern's request didn't conceal anything. True, the EPA sent Norfolk Southern a letter stating that it would remove five chemicals from the testing list. But the EPA's reasoning was that the chemicals removed from the testing list weren't in the EPA's original list of potentially concerning chemicals. R. 1014-2, Pg. ID 10986; Norfolk Southern Railway Company, *Phase I – Preliminary Residential/Commercial/Agricultural Soil Sampling Plan* (Mar. 6, 2023), https://tinyurl.com/mryy433n. So Norfolk Southern's request wasn't a nefarious cover up. Instead, that request led EPA to reconcile its testing list with its list of concerning chemicals.

[2]The district court, following Ninth Circuit precedent, held that class counsel doesn't count as an "opposing party" under Rule 60(b)(3). *See Latshaw v. Trainer Wortham & Co.*, 452 F.3d 1097, 1102 (9th Cir. 2006). We assume that's right because the movants don't appeal the denial of Rule 60(b)(3) relief as to class counsel.

2. Settlement Timeline

Next, the movants say Norfolk Southern structured the settlement timeline to cover up adverse expert evidence. Specifically, the company and the class entered the settlement six days before the expert-designation deadline, while discovery was still ongoing. And the movants say we now know that the forthcoming expert reports would've hurt Norfolk Southern's case.

But nothing in that narrative amounts to fraud or misconduct. Most federal civil cases settle before summary judgment or trial.[3] Early settlements can benefit all parties by reducing the fees, lost time, stress, and uncertainty that accompany lengthy litigation. *See Ohio Pub. Emps. Ret. Sys. v. Fed. Home Loan Mortg. Corp.*, 188 F.4th 900, 938–39 (2026) (Thapar, J., concurring). A settlement made sense for both Norfolk Southern and the class, especially because it kept the door open for individualized consideration of extraordinary losses or injuries. So Norfolk Southern's (and the class's) decision to settle wasn't fraud or misconduct.

3. Supplemental Termination Agreement

Finally, the movants fault Norfolk Southern for a provision in its settlement contract with the class. The provision says that Norfolk Southern may terminate the settlement if class members' opt-out rates trigger certain thresholds. But the public settlement contract didn't disclose those thresholds. Instead, it cross-referenced a Supplemental Termination Agreement. Class counsel saw and executed that agreement, but its details weren't disclosed to the class. In the movants' view, that nondisclosure is "concealment" of a "material fact" despite "a duty to disclose"—and thus fraud under Rule 60(b)(3). Appellants' Br. at 34 (quoting *Info-Hold, Inc. v. Sound Merch., Inc.*, 538 F.3d 448, 456 (6th Cir. 2008)). We disagree.

First, Norfolk Southern didn't hide the existence of the Supplemental Termination Agreement or the fact that its contents were private. Indeed, the public settlement agreement highlighted both features. That means when class members agreed to the settlement, they knew it included those undisclosed terms. So the Supplemental Termination Agreement didn't stop the

[3]Charlotte S. Alexander et al., *No Adjudication*, 22 J. Emp. L. Studs. 544, 544 (2025).

district court from approving the settlement as fair. Nor did it stop us from affirming. *In re E. Palestine Train Derailment*, 158 F.4th 704.

Second, the movants don't identify any source of Norfolk Southern's supposed duty to disclose the Supplemental Termination Agreement's details to the class (and not just class counsel). We don't see any such duty either. It's common for class-action settlements to include provisions allowing defendants to end the deal if too few class members participate. 4 *Newberg & Rubenstein on Class Actions* § 13:6 (6th ed. 2025). And the "threshold number of opt outs required to trigger" those provisions "is typically not disclosed." *In re HealthSouth Corp. Sec. Litig.*, 334 F. App'x 248, 250 n.4 (11th Cir. 2009) (per curiam). That confidentiality prevents third parties from knowing how many opt-outs they need to solicit to disrupt the settlement. *Id.* As a result, courts routinely approve settlements with confidential termination clauses. *See* 4 *Newberg & Rubenstein on Class Actions* § 13:6 & nn.10–11 (citing several district-court cases). Norfolk Southern thus had no duty to diverge from that well-trodden path.

C.

The movants' objections don't meet the Rule 60(b)(3) or (d)(3) standards, and their 60(b)(6) arguments don't work either. These arguments reframe the same basic legal theories we rejected above: Class counsel violated its Rule 23(g) fiduciary duties by "conceal[ing] or fail[ing] to disclose evidence," and the district court erred in finding those fiduciary duties satisfied. Appellants' Br. at 40–42. These Rule 60(b)(6) arguments are also based on the same facts we considered above: the RebuttalPR email, the Petty declaration, the Druckenbrod diagnosis, and the Supplemental Termination Agreement.

Those facts become no more compelling when repackaged in a different Rule 60 wrapper. True, Rule 60(b)(6) helps the movants in one way: Unlike the fraud-on-the-court avenue preserved by Rule 60(d)(3), it doesn't require misconduct directed at the court. But Rule 60(b)(6) is unhelpful in another way: It's limited to "exceptional or extraordinary circumstances." *McCurry ex rel. Turner v. Adventist Health Sys./Sunbelt, Inc.*, 298 F.3d 586, 595 (6th Cir. 2002) (quotation omitted). And as we described above, class counsel didn't breach its fiduciary duties to the class. *See supra* at 6. So there's no extraordinary basis for relief.

III.

Finally, the movants switch gears from challenging *why* the district court denied Rule 60 relief to challenging *how* it did so. They say the district court should've provided an evidentiary hearing before rejecting their Rule 60 motion. We typically review a district court's decision to deny evidentiary hearings for abuse of discretion. *Hemwall v. Douglas*, 183 F.4th 469, 478 (6th Cir. 2026). And because there's no rule outlining when district courts must hold evidentiary hearings for Rule 60 motions, that discretion is broad.

The district court didn't abuse its broad discretion. District courts "may require" an "evidentiary showing of fraud before" reopening discovery or haling parties and witnesses back to court to relitigate a final judgment. *Jones v. Ill. Cent. R.R. Co.*, 617 F.3d 843, 853 (6th Cir. 2010). Here, the movants made no evidentiary showing of fraud by class counsel or Norfolk Southern, so the district court acted within its discretion to deny a hearing.

Besides, the district court didn't decide this motion by resolving factual disputes against the movants. Instead, the court concluded that ending the battle of experts early wasn't fraud, regardless of which side had the edge.

That conclusion makes sense, and it didn't require a hearing. In disputes over competing experts' views, "a court may just as reliably evaluate these opinions on a paper record." *Gonzalez v. Galvin*, 151 F.3d 526, 535 (6th Cir. 1998). That's especially true of this record. Before the Rule 60 motion, the court had already reviewed extensive briefing and held a fairness hearing on the disputes about Dr. Carson, Petty, long-term health risks, and EPA testing. And it received exhibits on any new, post-hearing evidence. So the district court reasonably declined to reprise the fairness hearing as a fraud hearing.

* * *

It's been almost four years since a Norfolk Southern train derailed in East Palestine, Ohio. What are the long-term impacts of the chemical release that followed? We may not know for years—decades, even. But the residents of East Palestine couldn't wait decades for compensation. After all, justice delayed is justice denied. The residents thus accepted a fair,

speedy settlement instead, knowing full well they didn't have all the evidence. Unwinding the settlement over claims of undisclosed evidence would subvert that careful compromise.

We affirm.

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

No. 26-3499

IN RE: E. PALESTINE TRAIN DERAILMENT.

BARBARA ADAMS, et al.,

Movants - Appellants,

PLAINTIFFS' CLASS COUNSEL, on behalf of the Settlement Class,

Plaintiffs - Appellees,

v.

NORFOLK SOUTHERN RAILROAD COMPANY, et al.,

Defendants - Appellees.

FILED
Nov 10, 2026
KELLY L. STEPHENS, Clerk

Before: THAPAR, READLER, and HERMANDORFER, Circuit Judges.

JUDGMENT

On Appeal from the United States District Court
for the Northern District of Ohio at Youngstown.

THIS CAUSE was heard on the record from the district court and was submitted on the briefs without oral argument.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT

Kelly L. Stephens, Clerk