IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

Plaintiffs, City of Camden, City of Brockton, City of Sioux Falls, California Water Service Company, City of Del Ray Beach, Coraopolis Water & Sewer Authority, Township of Verona, Dutchess County Water & Wastewater Authority and Dalton Farms Water System, City of South Shore, City of Freeport, Martinsburg Municipal Authority, Seaman Cottages, Village of Bridgeport, City of Benwood, Niagara County, City of Pineville, and City of Iuka, pursuant to Federal Rule of Civil Procedure 23 (a), (b) and (e), respectfully submit this Motion for: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice to the Settlement Class; (4) approval of the Notice Plan; (5) appointment of Class Counsel; (6) appointment of Class Representatives; (7) appointment of the Notice Administrator; (8) appointment of the

Claims Administrator; (9) appointment of the Special Master; (10) appointment of the Escrow Agent; (11) approval of the Escrow Agreement; (12) establishment of the Qualified Settlement Fund; (13) scheduling of a Final Fairness Hearing; and (14) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

For the reasons set forth in the accompanying memorandum of law, the proposed Settlement is fair, reasonable, and adequate, and the proposed class should be preliminarily certified so that class notice may properly be disseminated.

Dated: July 10, 2023

Respectfully submitted,

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Proposed Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was electronically filed with this Court's CM/ECF on this 10th day of July, 2023 and was thus served electronically upon counsel of record.

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

TILL TAUGHT BY PAIN,
MEN REALLY KNOW NOT WHAT GOOD WATER'S WORTH

Lord Byron

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I. INTRODUCTION

Plaintiffs proudly present another landmark settlement in this MDL intended to remedy the environmental catastrophe facing this Country's drinking water. This settlement will assist, with at least one other, in addressing a grave environmental crisis confronting the United States of America. The contamination of Drinking Water[1] across the country with chemicals known as per- and polyfluoroalkyl substances ("PFAS") has resulted in thousands of Public Water Systems ("PWSs") incurring substantial costs for testing and remediation/treatment to remove these chemicals before they reach their customers' tap. After years of litigation, in this multidistrict litigation ("MDL") and before, Defendants Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, "the DuPont Entities") have agreed to pay $1.185 billion to be distributed to Qualifying PWSs pursuant to the terms of the Settlement.

Plaintiffs seek preliminary approval of the Class Action Settlement Agreement[2] between Class Plaintiffs ("Plaintiffs") and the DuPont Entities"[3]—a settlement that is intended to provide significant compensation as a result of the DuPont Entities' contribution to the largest Drinking Water contamination threat in history. With this filing, Plaintiffs move this Court to approve the Settlement in order to allow them to take steps towards helping PWSs ameliorate this nationwide crisis.

Plaintiffs filed the present lawsuit against the DuPont Entities on behalf of themselves and other members of the proposed Settlement Class alleging contamination of their Drinking Water

[1] All capitalized terms herein have the same meaning as provided for in the Class Action Settlement Agreement, Ex. 2, and/or in the Allocation Procedures, Ex. 2-C.
[2] Annexed hereto as Exhibit 1 is a proposed Preliminary Approval Order.
[3] Annexed hereto as Exhibit 2 is a copy of the Settlement Agreement, cited to as S.A.

groundwater wells and surface water sources with PFAS. The proposed Settlement is intended to resolve Plaintiffs' and the other Settlement Class Members' claims against the DuPont Entities arising from PFAS contamination. In exchange for releasing those claims, the DuPont Entities have agreed to pay $1.185 billion (the "Settlement Amount") into a Qualified Settlement Fund ("QSF") to be distributed to Qualifying Class Members across the United States pursuant to the terms of the Settlement. Ex. 2, SA 2.41, 2.50, 3.2, 6.1, 12.1-12.1.4. This payment, when deposited in the QSF, constitutes "the Settlement Funds." *Id.* at 2.54.

This breakthrough Settlement is the culmination of years of intense, protracted litigation against the DuPont Entities. The parties commenced confidential, informal settlement negotiations in the Summer of 2020 which significantly escalated in pace in the Summer of 2022, and then in October 2022, upon the Court's appointment of Settlement Mediator, the Honorable Layn Phillips (ret.). Judge Phillips conducted negotiations via in-person meetings, virtual meetings, and numerous telephonic sessions, at all hours of the day and night, including weekends and holidays, to maintain the discipline necessary to accomplish this historic resolution. By all accounts, the negotiations were hard fought and combative.

With a full assessment of the risks of trial and continued and prolonged litigation, and under the oversight of this Court and the steady guidance offered by Judge Phillips, the parties reached a confidential Memorandum of Understanding ("MOU") on June 1, 2023 to help guide the completion of their negotiations. Working closely with Judge Phillips, remaining issues were resolved, and the parties executed the Settlement Agreement on June 30, 2023.

Plaintiffs and proposed Class Counsel – Scott Summy, Michael A. London, Paul Napoli and Elizabeth A. Fegan[4] – believe the Settlement is fair, reasonable, and adequate. They further believe that participation in the Settlement would be in the best interests of the Class.

In determining whether Preliminary Approval is warranted, the critical issue is whether the Court will likely be able to approve the Settlement under Rule 23(e)(2) and certify the Settlement Class for purposes of settlement. Fed.R.Civ.P. 23(e). Because of the thoughtful accommodations made throughout the Settlement Agreement, Plaintiffs and proposed Class Counsel submit that the Settlement satisfies each of the elements of Rule 23(e)(2), as well as the factors set forth by the Fourth Circuit in *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155 (4th Cir. 1991). Further, certifying the Settlement Class proposed here would be consistent with established precedent on Rule 23's requirements for certifying a class.

Accordingly, Plaintiffs now move this Court for an Order: (1) preliminarily certifying, for settlement purposes only, the Settlement Class; (2) preliminarily approving the proposed Settlement Agreement; (3) approving the form of Notice of the Settlement Class; (4) approving and directing implementation of the Notice Plan; (5) appointing Class Counsel; (6) appointing Class Representatives; (7) appointing the Notice Administrator; (8) appointing the Claims Administrator; (9) appointing the Special Master; (10) appointing the Escrow Agent and approving the Escrow Agreement; (11) establishing a Qualified Settlement Fund; (12) scheduling the Final Fairness Hearing; and (13) ordering a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to the DuPont Entities and an injunction against the filing of any new such proceedings. *See* Ex. 1.

[4] In support of this motion, annexed hereto as Exhibits 3, 4, 5 and 7, respectively, are the Declarations of Scott Summy, Michael A. London, Paul Napoli and Elizabeth A. Fegan.

II. STATEMENT OF THE CASE

Plaintiffs' claims against the DuPont Entities arise from the contamination of Drinking Water with PFAS, a family of chemical compounds that includes perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonic acid ("PFOS"), among other compounds. PFAS are not naturally occurring compounds; rather, they are stable, man-made chemicals. Because they are highly water soluble and persistent in the environment, PFAS tend to stay in the water column and can be transported long distances. As relevant here, PFAS has been found in public groundwater wells and surface water sources ("Impacted Water Sources") which supply Drinking Water to the public, where they remain until remediated or filtered out.[5]

Given the expense of removing PFAS, and potential health risks associated with exposure, PFAS in Drinking Water is now highly regulated by the Environmental Protection Agency ("EPA"). As science has evolved, the EPA has imposed increasingly strict regulations and guidelines for PWSs as it applies to their Drinking Water, including the Third Unregulated Contaminant Monitoring Rule ("UCMR 3") requiring certain PWSs across the country to monitor for PFOS and PFOA between 2013 and 2015, and the Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") requiring all PWSs nationwide that serve populations of 3,300 persons or more, as well as a representative sampling of PWSs serving 25 to 3,299 persons, to test for 29 PFAS with sample collection beginning on January 1, 2023, and ending on December 31, 2025. Most recently, on March 14, 2023, the EPA published a notice of proposed rulemaking seeking public comments on its plan to set Maximum Contaminant Levels ("MCLs") under the Safe Water Drinking Act

[5] See Agency for Toxic Substances and Disease Registry, Per- and Polyfluoroalkyl Substances and Your Health, available at https://atsdr.cdc.gov/pfas/index.html (Last accessed July 2, 2023).

("SDWA") for PFOA and PFOS at 4 parts per trillion ("ppt") individually, which would require additional monitoring and remediation by Class members.

As a result of the EPA regulations, PWSs across the country began to test for the presence of PFAS in their drinking water. Many PWSs that discovered PFAS in their supplies responded by taking actions to limit the levels of PFAS in their Drinking Water, such as taking wells offline, installing water treatment systems, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water. Given the EPA's recent rulemaking, many more PWSs that have detected or will detect PFAS will be required to take similar actions to limit the levels of PFAS in their Drinking Water. To this end, because most PWSs do not have filtration systems capable of removing PFAS, many will have to spend significant amounts of money on capital and operation and maintenance on treatment systems that can meet these new standards.

Since the 1950s, the DuPont Entities have developed, designed, formulated, manufactured, sold, transported, stored, loaded, mixed, applied and/or used PFAS alone or in end products that contain PFAS as an active ingredient, byproduct or degradation product. *Compl.* at ¶¶ 3, 5, 7, 8. One of the end products in which Defendants' PFAS were used was aqueous film-forming foam ("AFFF"), a fire-fighting foam used widely for active fire response and fire response training. *Id.* at ¶ 10; *see also* Ex. 2, S.A. at 2.1. To be sure, the DuPont Entities did not manufacture AFFF concentrates; rather, evidence has shown that the DuPont Entities manufactured both fluorinated component materials used in the production of AFFF and telomer intermediates that they then sold to fluorosurfactant manufacturers that then used them in the production of AFFF. Ex. 3 at ¶ 19; Ex. 4 at ¶¶ 27-29.

The DuPont Entities began manufacturing fluorinated component materials for use in AFFF beginning in 2002 following their purchase of Atochem's Forafac fluorosurfactant product

line. Ex. 3 at ¶ 19; Ex. 4 at ¶ 27. The DuPont Entities sold these fluorosurfactants to various AFFF manufacturers, including Tyco-Chemguard, National Foam, Fire Service Plus, and Buckeye. Ex. 4 at ¶ 27, n. 5. The DuPont Entities ceased the manufacture and sale of fluorosurfactants that had the potential to degrade to PFOA in the environment at the end of 2014 pursuant to the EPA's 2010/2015 PFOA Stewardship Program, after completing the transition to the C-6 based Capstone fluorosurfactant product line. Ex. 3 at ¶ 19; Ex. 4 at ¶ 27, n. 5.

The DuPont Entities also manufactured and sold fluorotelomer intermediates, a raw material used to manufacture fluorosurfactants, from approximately 1974 to 2015. Ex. 3 at ¶ 19; Ex. 4 at ¶ 29. The DuPont Entities sold these telomer intermediates to many companies, including Dynax, Ciba-Geigy, and Tyco-Chemguard, who used them to produce fluorosurfactants, some of which were used in AFFF. Ex. 4 at ¶ 29.

For numerous reasons, proposed Class Counsel has estimated that the DuPont Entities' share of the MDL defendants' total alleged PFAS-related liabilities is somewhere between three and seven percent. Ex. 3 at ¶ 19; Ex. 4 at ¶¶ 26-30. First and foremost, the DuPont Entities did not actually manufacture or sell AFFF concentrates. *Id.* The DuPont Entities also did not sell any of their fluorosurfactant or telomer raw material products to the Department of Defense ("DOD"), whose longstanding use of AFFF at military bases led to much of the PFAS groundwater contamination at issue in this litigation. Ex. 3 at ¶ 19. Additionally, the DuPont Entities were only involved in the market for AFFF fluorosurfactants from 2002 to 2014, and the product accounting for the vast majority of its sales during that time—Forafac 1157N—contained only a moderate amount (~23%) of precursor molecules that could degrade to PFOA in the environment. Ex. 3 at ¶ 19; Ex. 4 at ¶ 27.

It is also significant that the DuPont Entities started offering its customers a Capstone C6-based equivalent of Forafac 1157N in approximately 2008. Ex. 3 at ¶ 19; Ex. 4 at ¶ 27, n. 5. Indeed, when the DuPont Entities acquired the Forafac product line from Atochem, they appear to have made a concerted effort to shift production towards C6-based fluorosurfactants, and away from the use of PFOA. Ex. 4 at ¶ 27, n. 5. While the DuPont Entities continued to sell Forafac 1157N to certain foam manufacturers, they did so at the behest of these companies, who sought to purchase as much 1157N as possible until the end of 2014, when the sale of PFOA products ended, per the terms of the EPA Stewardship program. *Id.*

III. PROCEDURAL HISTORY

A. The AFFF MDL

As concerns about PFAS have grown, many local governments, private companies, and individuals have brought actions against the DuPont Entities and other manufacturers of AFFF and/or PFAS for damages arising from actual or threatened contamination of Drinking Water with PFAS. Relevant here are the claims that have been brought against the DuPont Entities by PWSs, which generally allege that testing and/or monitoring of their Drinking Water sources for the presence of PFAS is now necessary, and that for any Impacted Water Source, remedial action is needed to remove these chemicals from their Drinking Water to protect the quality of their Drinking Water.

On December 7, 2018, the Judicial Panel on Multi-district Litigation ("JPML") created MDL 2873 and consolidated all federal actions alleging that AFFF caused PFAS contamination of groundwater. *In re Aqueous Film-Forming Foams Prods. Liab. Litig.,* 357 F.Supp.3d 1391, 1392 (J.P.M.L. 2018). Within a few months following this consolidation, the Court appointed Plaintiffs' and Defendants' leadership via CMOs 2 and 3, and the parties began discovery in earnest. Three

of the four proposed Class Counsel – Scott Summy, Michael A. London and Paul Napoli – were appointed Co-Lead counsel over the entire leadership committee. *See* CMO 2.

On October 4, 2019, the Court convened "Science Day" at which time both sides presented expert presentations regarding some of the key science issues to be presented in the litigation, including the scientific bases for regulatory limits on PFAS, whether a testing protocol can determine the potential toxic effects of human exposure to PFAS, whether medical causation could be established for any diseases or conditions, the methods, effectiveness, and cost of groundwater remediation processes, and whether safer alternative fire-fighting products were available. *See* Science Day Order dated July 24, 2019, 2:18-mn-02873-RMG [Dkt. 157]; Notice of Hearing dated September 9, 2017 [Dkt. 275]; and Minute Entry dated October 4, 2019 [Dkt. 358]. Thus, within only ten (10) months from the JPML's Transfer Order, the parties were well along in their development of their positions and gathering supporting evidence on critical elements of the causes of action and claims.

Since its inception, the MDL has largely proceeded on two parallel tracks – one addressing defendants' general liability with a focus on the government contractor defense and the second addressing a bellwether process for selecting a pool of representative PWS cases and preparing a subset of them for trial. *See* CMOs 13, 16–16.D, 19–19.G. As noted, the first track focused on certain general discovery regarding the liability of the MDL defendants, including the DuPont Entities, and their bases for asserting the government contractor defense. Over a two-year plus discovery period, substantial document production by all defendants and the Department of Justice occurred, followed by depositions of defense witnesses and federal employees on the merits of the parties' claims and defenses. Thereafter, following exhaustive briefing, supplemental briefing, and an evidentiary hearing, the determination of the government contractor defense culminated in this

Court's decision to deny the MDL defendants' motions for summary judgment. *In re Aqueous Film-Forming Foams Prods. Liab. Litig.*, 2022 U.S. Dist. LEXIS 168634 (D.S.C. Sep. 16, 2022).

The second track focused on selecting a pool of representative bellwether PWS cases and completing the necessary case-specific discovery to winnow these cases to a subset of cases for trial. All of the bellwether PWS cases underwent some level of fact discovery, and, thereafter, expert discovery was performed in a subset of the cases. Ultimately, *City of Stuart, Florida v. 3M Company, et al.*, 2:18-cv-03487-RMG ("*Stuart*"), was selected to serve as the first bellwether trial case, and significant dispositive and *Daubert* motion practice ensued.[6] Ex. 3 at ¶ 20; Ex. 4 at ¶ 21. Trial was scheduled to begin on June 5, 2023. *Id.* Shortly before trial, on June 1, 2023, the parties entered into the MOU that provided a framework for resolving claims against the DuPont Entities. Ex. 3 at ¶ 23; Ex. 4 at ¶ 22.

Prior to entering into the MOU days before trial, Plaintiffs' trial team, along with Plaintiffs' leadership and the City of Stuart's individual counsel, had fully prepared the *Stuart* case for trial, a process which included, among other things, preparing an exhibit list, arguing evidentiary objections, coordinating live witnesses for trial and preparing their respective direct examinations, preparing opening statements, and filing motions *in limine,* among other pretrial activity; all of which was a herculean and monumental effort. *See* Ex. 3 at ¶ 20; Ex. 4 at ¶¶ 15 n. 3, 19-20. The trial was later adjourned for three weeks to allow Defendant 3M Company—the sole remaining trial defendant in the *Stuart* case—to continue negotiating a potential resolution with Plaintiffs.

[6] *See* Order dated September 23, 2022, MDL No. 2:18-mn-02873-RMG [Dkt. 2613]; Summary Judgment Order dated March 27, 2023, 2:18-cv-03487-RMG [Dkt. 241]; Daubert Order dated May 2, 2023, MDL No. 2:18-mn-02873-RMG [Dkt. 3059]; Summary Judgment Order dated May 5, 2023, MDL No. 2:18-mn-02873-RMG [Dkt. 3081]; Summary Judgment Order dated May 5, 2023, MDL No. 2:18-mn-02873-RMG [Dkt. 3082]; Summary Judgment Order dated May 18, 2023, MDL No. 2:18-mn-02873-RMG [Dkt. 3142].

B. The Mediation and Settlement

The parties began preliminary and exploratory settlement discussions in the Summer of 2020. Ex. 3 at ¶ 10; Ex. 4 at ¶ 17. These settlement discussions continued through 2020, into 2021, and then into 2022. *Id.* During this period of time, the parties drafted and exchanged various documents, made multiple presentations regarding potential settlement structure, and engaged in numerous negotiation sessions via telephone and Zoom, along with several in-person meetings. Ex. 3 at ¶ 10; Ex. 4 at ¶ 18. On October 26, 2022, Judge Phillips was announced as the Court-appointed Mediator to oversee the settlement discussions, *see* CMO 2.B, and he and his team from PADRE oversaw eight months of intense and antagonistic mediation.[7] Ex. 3 at ¶¶ 10, 17; Ex. 4 at ¶ 22; Ex. 6 at ¶¶ 10-19, 22-23. This included in-person mediations, virtual mediations, multiple telephonic calls, and countless sessions between the mediator team and just one party – sessions that were conducted on weekdays, weekends, early morning and late night, as well as on holidays. Ex. 3 at ¶¶ 10, 17; Ex. 4 at ¶ 22; Ex. 6 at ¶¶11-12, 15-16.

The parties were also encouraged to meet separately and did, in fact, do so through in-person meetings, virtual meetings and telephonic calls. Ex. 3 at ¶ 10; Ex. 4 at ¶ 22. And like the sessions with Judge Phillips and his team, these meetings were conducted on weekdays, weekends, holidays, as well as at all hours of the night. *Id.*

After more than eight months of mediation, the efforts of the negotiating team, assisted by the Court, Judge Phillips and most significantly, the pressures of trial, reached fruition with the signing of the MOU four days before trial, on June 1, 2023. Ex. 3 at ¶¶ 10, 17-23; Ex. 4 at ¶ 22. Although the MOU included certain material terms of the proposed Settlement, disagreements remained on points relating to some of them as well as on other issues. Ex. 3 at ¶ 23. Following

[7] Annexed hereto as Exhibit 6 is the Declaration of Judge Layn Phillips.

the execution of the MOU, Judge Phillips and his team continued to moderate multiple discussions with counsel for the parties concerning these remaining issues. Ex. 3 at ¶ 23; Ex. 6 at ¶17. With the help of Judge Phillips, the parties resolved the remaining issues and executed the Settlement Agreement on June 30, 2023. Ex. 3 at ¶ 23; Ex. 4 at ¶ 22; Ex. 6 at ¶17.

From the outset, the DuPont Entities had made it clear that they would only settle PWS claims on a national class basis to obtain as much relief as legally possible. Ex. 3 at ¶ 11; Ex. 4 at ¶ 23. As a result, in these negotiations, all three Co-Lead Counsel served as Interim Class Counsel, and the parties began to focus their efforts on class structure, the identification of class members and, ultimately, on allocation.[8] Ex. 3 at ¶ 11.

As part of the negotiations, the parties contemplated that Settlement Class Members would fall into one or two categories or "phases", with a Phase One Class Member being a PWS that has one or more Impacted Water Source before June 30, 2023, and a Phase Two Class Member being a PWS that does not have one or more Impacted Water Sources before that date but is required to test for certain PFAS under either UCMR 5 or a separate applicable federal or state law before the UCMR 5 deadline of December 31, 2025. Ex. 3 at ¶ 11; Ex. 4 at ¶23.

In contemplation of the Settlement Agreement's ultimate resolution and this categorization, Interim Class Counsel consulted with an ethics advisor over the terms of the Settlement. Ex. 4. at ¶ 24. Interim Class Counsel wanted to hone the class definition to ensure that all potential class members in both Phase One and Phase Two were adequately represented. *Id.*

Based upon advice received from an ethics consultant and using their own informed judgment, Interim Class Counsel determined that although it was likely not necessary, separate

[8] In the same CMO in which the Court appointed Judge Phillips mediator (CMO 2.B), the Court also granted the three Co-Lead Counsel unequivocal authority to engage in these negotiations.

counsel should be nominated to represent Phase Two Class Members. *Id*. Out of an abundance of caution, proposed Class Counsel enlisted the assistance of an experienced class action counsel. *Id*. Elizabeth Fegan, Esq. of Fegan Scott was asked to represent the interests of Phase Two Class Members and assess whether the terms and conditions of the Settlement Agreement were fair, adequate, and reasonable. *Id.*; Ex. 7 at ¶ 11.

Ms. Fegan engaged in an exhaustive review of the proposed Settlement Agreement, conducted an independent review of the experts' recommendations, and engaged in negotiations and numerous discussions concerning the proposed Allocation for Phase Two Class Members. Ex. 7 at ¶ 12. After her team's full review, Ms. Fegan agreed that the proposed Settlement Agreement provides fair, reasonable, and adequate compensation to Phase Two Class members and treats them equitably in relation to Phase One Class Members. *Id.*; Ex. 4 at ¶ 24. Also, she willingly accepted the responsibilities of becoming a proposed Class Counsel. Ex. 7. at ¶ 13. Ms. Fegan, together with Interim Class Counsel, are the proposed Class Counsel.

As discussed herein, this Settlement provides direct and significant benefits to both PWSs that have already detected PFAS in their Drinking Water wells and water supplies and to those that have not yet detected PFAS in their Drinking Water wells and water supplies, but are either required to test their Drinking Water for PFAS Contamination pursuant to UCMR 5, or other applicable federal or state law. Ex. 2, S.A. 5.1-5.1.1. By providing these benefits, the many risks and delay associated with further litigation are also eliminated.

C. The Class Action Complaint

On July 6, 2023, Plaintiffs filed a Class-Action Complaint against the DuPont Entities on behalf of themselves and all other similar situated PWS claiming one or more of the following types of damages: (1) the costs of testing and monitoring of the ongoing contamination of their

Drinking Water wells and supplies; (2) the costs of designing, constructing, installing and maintaining a filtration system to remove or reduce levels of PFAS detected in Drinking Water; (3) the costs of operating that filtration system; and (4) the costs of complying with any applicable regulations requiring additional measures. *Compl.* at ¶¶15-16, 246-252, 265, p. 86.

This Complaint identifies each Class Representative, defines the Settlement Class, and states the claims intended to become Released Claims and concluded by the Final Judgment. *Id. passim*. None of the issues identified in the Complaint are new, however, as each has been extensively litigated through this MDL to the eve of trial.

IV. MATERIAL TERMS OF THE PROPOSED SETTLEMENT[9]

A. Consideration

The DuPont Entities have agreed to pay or cause to be paid one billion one hundred eighty-five million dollars ($1,185,000.00) in exchange for receiving releases, covenants not to sue, and dismissals from Settlement Class Members as provided for in the Settlement Agreement. Ex. 2, SA 2.50, 3.2, 12.1-12.9.

B. Proposed Settlement Class Definition

As defined in the Settlement Agreement, the proposed Settlement Class includes:

i. All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

ii. All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test

[9] The proposed settlement is subject to the terms of the Settlement Agreement. Nothing in this motion modifies or is intended to modify the terms of the Settlement Agreement.

> or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.[10]

Id. at 5.1.1.

In defining the proposed Settlement Class, the parties adopted definitions consistent with the Safe Drinking Water Act ("SDWA"), an act that was established by the EPA to provide Drinking Water standards for certain contaminants, which, as of today, include PFAS.[11] As defined in the Settlement Agreement, a "Public Water System" is "a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. Such term includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system." *Id.* at 2.40. Likewise, the term "Water Source" is defined as "any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water," while the term "Drinking Water" means "water that has entered or is provided by a Public Water System, including water stored or maintained by a Public Water System for distribution to customers or users." *Id.* at 2.16, 2.71.

Excluded from the definition of the proposed Settlement Class are: (a) Public Water Systems located in seven counties in North Carolina, unless they choose to be included;[12] (b) any

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[10] As mentioned *supra*, the EPA is requiring certain Public Water Systems to test for PFAS under UCMR 5 beginning on January 1, 2023 and ending on December 31, 2025. See 86 Fed. Reg. 73131. The "UCMR 5 Deadline," as defined in the Settlement Agreement, means (i) December 31, 2025, or (ii) such later date to which the deadline for completion of sample collection under UCMR 5 may be extended by the U.S. EPA. Ex. 2, SA 2.68.

[11] *See* Safe Drinking Water Act, 42 U.S.C. § 300f, et. seq. (1974); *see also* EPA, *Safe Drinking Water Act (SDWA)*, available at https://www.epa.gov/sdwa (last accessed June 27, 2023).

[12] Certain of the Public Water Systems located in the specified North Carolina Counties, known as the Lower Cape Fear Region have detected PFAS that they attribute to direct discharges by the

Public Water System that is owned and operated by any state government and cannot sue or be sued in its own name; (c) any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name; and (d) any privately-owned well or surface water system that is not owned by, used by or otherwise part of, and does not draw water from, a Public Water System. *Id.* at 5.1.2, 5.1.3. Proposed Class Counsel anticipate that the proposed Settlement Class comprises over 14,000 Public Water Systems.

C. Establishment of a Qualified Settlement Fund and Payment by the DuPont Entities

The Settlement Amount is to be deposited by the DuPont Entities into a QSF to be administered by the Special Master. *Id.* at 2.41, 2.50, 3.2, 6.1, 6.2.1, 7.1.1. This payment made by the DuPont Entities into the QSF, and the earnings thereon, comprises the Settlement Funds. *Id.* at 2.54. Once payment is made by the DuPont Entities into the QSF in accordance with the Settlement Agreement, the DuPont Entities shall have no liability whatsoever with respect to the Settlement Amount, and will not be required to pay any amounts above the Settlement Amount. *Id.* at 6.2.1, 6.3.

If the Settlement does not become final, the DuPont Entities are entitled to a refund of the unused portions of the Settlement Funds, and no distribution to Settlement Class Members will occur. *Id.* at 62.62, 9.9.2, 9.10.2, 10.4.

D. Court Appointments

The Settlement Agreement contemplates that the Court will appoint four independent/neutral Persons to administer the Settlement: a Notice Administrator, *id.* at 2.31, 8.1;

Chemours (formerly owned by the DuPont Entities) Facility located in Bladen County. Certain of these Public Water Systems have also sued The DuPont Entities and Chemours directly for their damages. They allege that their contamination is due to the direct discharges from the DuPont Entities/Chemours facility and not solely due to their liability share of a products liability claim.

a Claims Administrator, *id.* at 2.7, 8.3; a Special Master, *id.* at 2.57, 8.7; and an Escrow Agent, *id.* at 2.19, 7.1.2.

1. Notice Administrator

Subject to Court approval, the Settlement Agreement provides for the engagement of Steven Weisbrot of Angeion Group, LLC ("Angeion") as the Notice Administrator.[13] *Id.* at 8.1. Angeion is a class action notice and claims administration firm, and Mr. Weisbrot is its President and Chief Executive Officer. Ex. 8, at ¶ 1. Mr. Weisbrot has been responsible for the design and implementation of hundreds of court-approved notice and administration programs, *id.* at ¶ 4, and he and his firm are extremely qualified to serve as Notice Administrator for the Settlement.

In his capacity as Notice Administrator, Mr. Weisbrot and his firm will be responsible for providing Notice of the Settlement to all potential members of the Settlement Class pursuant to the Notice Plan, discussed in Section IV.E.2, *infra*. Ex. 2, SA 2.31, 8.1. Once the Notice Administrator is authorized to take all actions consistent with the terms of the Settlement Agreement to be reasonably necessary to effectuate the Notice Plan, the Notice process will start no later than 14 days after Preliminary Approval. *Id.* at 8.2.2, 9.4. All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, shall be paid from the Settlement Funds. *Id.* at 8.2.6.

2. Claims Administrator

The Settlement Agreement also provides for the engagement, subject to Court approval, of Dustin Mire, Eisner Advisor Group ("EisnerAmper") as the Claims Administrator. SA 2.7, 8.3.[14] Mr. Mire is a partner with EisnerAmper and, in this role, he is responsible for the operations of

[13] Annexed hereto as Exhibit 8 is the Declaration of Steven Weisbrot.
[14] Annexed hereto as Exhibit 9 is the Declaration of Dustin Mire.

EisnerAmper's settlement administration programs, including the services it provides in the areas of class action, mass tort, and mass arbitration claims administration. Ex. 9, ¶ 1.

As the Claims Administrator, Mr. Mire will be primarily responsible for administering the Claims process, which includes: (1) reviewing, analyzing, and approving submitted Claims Forms, including all supporting documentation, to determine if the submitting entity falls within the definition a Qualifying Settlement Class Member and if the information provided is complete; (2) verifying whether a Qualifying Settlement Class Member is a Phase One or Phase Two Qualifying Settlement Class Member; and (3) allocating and distributing the Settlement Funds fairly and equitably amongst all Qualifying Settlement Class Members in accordance with the Allocation Procedures.[15] SA 2.7, 8.4; *see also* Ex. 2-C, *generally.* Mr. Mire will also be responsible for creating and maintaining the Settlement Website and toll-free hotline for the Settlement as addressed in the Notice Plan.[16] Ex. 9, ¶ 9.

All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Funds. SA 8.6.

3. Special Master

The Settlement Agreement provides for the engagement, subject to Court approval, of Matthew Garretson, Wolf/Garretson LLC ("Mr. Garretson") as Special Master.[17] Ex. 2, SA at 2.57, 8.7. Mr. Garretson is the co-founder of Wolf/Garretson LLC, and for almost 20 years (since

[15] The Allocation Procedures is Exhibit C to the Settlement Agreement which has been annexed hereto as Exhibit 2.
[16] The Notice Plan is Exhibit G to the Settlement Agreement which has been annexed hereto as Exhibit 2.
[17] Annexed hereto as Exhibit 10 is the Declaration of Matthew Garretson.

1998), he has been designing and overseeing claims processing operations for settlement programs in litigations involving product liability and environmental hazard claims. Ex. 10, ¶ 1.

Generally, Mr. Garretson's role will be to supervise the Settlement, which includes overseeing the work of both the Notice Administrator and the Claims Administrator, and to administer the QSF. *Id* at 2.57, 7.1.1, 8.8. Mr. Garretson will also provide quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated Amounts. *Id*.

All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Funds. SA 8.14.

4. Escrow Agent

Finally, the Settlement Agreement proposes engaging, subject to the Court's approval, Robyn Griffin of Huntington National Bank to serve as the Escrow Agent for the proposed Settlement,[18] whose duties will be set forth in the Escrow Agreement.[19] *Id.* at 2.19, 2.20, 7.1.2. Ms. Griffin has over 25 years of experience in the financial sector and her Settlement Team at Huntington National Bank has over 20 years of experience acting as escrow agent on various cases, handling more than 4,500 settlement for law firms, claims administrators and regulatory agencies. Ex. 16, at ¶¶ 2-3.

As the Escrow Agent, she will be responsible for, *inter alia*: (1) establishing and maintaining the QSF, (2) ensuring that all legal responsibilities are met with respect to the QSF,

[18] Annexed hereto as Exhibit 16 is the Declaration of Robyn Griffin.
[19] The Escrow Agreement is Exhibit H to the Settlement Agreement which has been annexed hereto as Exhibit 2.

(3) receiving, depositing and disbursing funds from the QSF pursuant to the terms of the Settlement Agreement; and (4) investing the funds. *Id*. at 6.2.1, 6.2.2., 6.2.3, 7.2.2; Ex. 2-H, *generally*.

All fees, costs, and expenses incurred in the administration and/or work by the Escrow Agent, including fees, costs, and expenses, shall be paid from the Settlement Funds. SA 8.15.

E. Notice of Settlement

1. Identification of Potential Members of the Settlement Class

Proposed Class Counsel have endeavored to identify all potential members of the Settlement Class through publicly available information (the "Class List") to provide to the Notice Administrator. Ex. 8 at ¶ 12. To this end, proposed Class Counsel retained Rob Hesse, an environmental consultant, to assist in identifying potential members of the Settlement Class.[20] Ex. 3 at ¶¶ 12-13.

As Mr. Hesse attests to in his Declaration, all PWSs in the United States are permitted entities that are regulated by the EPA. Ex. 11, at p. 2. The EPA assigns a unique identification number called a "PWSID" to each PWS and maintains a centralized database that contains an inventory of all PWSs in America. *Id.* This database, called the Safe Drinking Water Information System ("SDWIS"), is regularly updated with classifying information about all PWSs, such as the population served, activity status, owner type and primary Water Source, and it also maintains administrative contact information for each PWS. *Id.*

Not every PWS in the SDWIS is a member of the Settlement Class; rather, only a smaller subset of PWSs falls within the Settlement Class definition based on either: (1) PFAS detection in their Drinking Water before June 30, 2023; or (2) being subject to the monitoring rules set forth in UCMR 5, or other applicable federal or state laws. *Id.* at pp. 2-4; *see* Ex. 2, SA 5.1.1.

[20] Annexed hereto as Exhibit 11 is the Declaration of Rob Hesse.

Proposed Class Counsel have worked with Mr. Hesse to identify potential members of the Settlement Class, and from there, they created the Class List so that Notice can be effectuated pursuant to the Notice Plan.[21] Ex. 3 at ¶ 13; Ex. 2-G. Of course, the Class List is not definitive; whether a PWS on the Class List is eligible and qualifies for the Settlement must be determined in accordance with the Settlement Agreement and the Allocation Procedures. *See* Ex. 2; Ex. 2-C.

2. The Notice Plan

Mr. Weisbrot intends to employ the following methods to provide Notice to each member of the Settlement Class: (1) mailed notice; (2) reminder postcard; (3) emailed notice; (4) emailed reminder; (5) personalized outreach; (6) print publication notice; (7) digital publication notice; (8) paid search campaign; (9) press release; (10) settlement website; and (11) toll-free telephone support. Ex. 2-G, Notice Plan *generally*; Ex. 8, at ¶¶ 11-31.

In providing notice using the above methods, the Notice Plan will employ both a Long Form Notice[22] and Summary Notice.[23] The Long Form Notice: (1) advises members of the Settlement Class of the general terms of the proposed Settlement; (2) provides an overview of the proposed Settlement's Allocation Procedures and Claims Form Process (described in more detail in Section IV.F, *infra*); (3) informs members of the Settlement Class of their right to opt out of or object to the proposed Settlement; (4) discloses that administrative fees and costs will be paid out of the Settlement Amount; and (5) discloses that class counsel will be filing a motion for an award of attorneys' fees and costs that will request that amounts due under the Common-Benefit

[21] The Notice Plan is Exhibit G to the Settlement Agreement which has been annexed hereto as Exhibit 2.
[22] The Long Form Notice is Exhibit E to the Settlement Agreement which has been annexed hereto as Exhibit 2.
[23] The Summary Notice is Exhibit F to the Settlement Agreement which has been annexed hereto as Exhibit 2.

Holdback Assessment provisions in CMO 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund. Ex. 2-E, *generally*.

The Summary Notice is a condensed version of the Long Form Notice. It advises the Settlement Class of the Settlement Agreement by providing the most salient terms and information about how to submit a Claims Form(s) or contact Class Counsel, the Notice Administrator, or the Claims Administrator for additional information. Ex. 2-F.

Mr. Weisbrot's professional opinion, based upon his and his firm's extensive qualifications, is that the proposed Notice Plan is the best notice practicable under the circumstances and fully comports with due process requirements and Fed. R. Civ. P. 23. Ex. 8. at ¶¶ 11, 37-38. Once the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to the Court. *Id.* at ¶ 38.

F. Allocation of Settlement Amount between Phase One and Phase Two Qualifying Class Members

The Allocation Procedures provide that the Settlement Amount, subject to the requisite fees, costs and holdbacks as set forth in the Settlement Agreement, will be divided among Phase One and Phase Two Qualifying Class Members. Ex. 2-C, p.1, p. 3, Sect 1(a). Subject to the approval of the Court, Phase One Qualifying Class Members will be allocated 55% of the Settlement Amount, and Phase Two Qualifying Class Members will be allocated 45% of the Settlement Amount. *Id.* at p. 3, Sect. 1(a).

This division of funds between Phase One and Two Class Members was arrived upon based on the recommendation of Timothy G. Raab.[24] Mr. Raab is the Managing Director at Alvarez and Marsal, a global professional services firm. Ex. 12, Sect. I(1). He is an expert in the field of liability

[24] Annexed hereto as Exhibit 12 is the Declaration of Timothy G. Raab.

forecasting, which is a field that requires building statistical and mathematical models to forecast liability and assets for, among other things, settlement negotiations and complex settlement programs. *Id.* at Sect. I(4).

Mr. Raab was tasked with determining a methodology to be used to estimate the likely ratio between the Phase One and Phase Two members of the Settlement Class. *Id.* at Sect. II(1). Mr. Raab's analysis was based upon public information provided by proposed Class Counsel and included: (a) state data showing PFAS detections and non-detections in certain PWSs; (b) the EPA's Third Unregulated Contaminant Monitoring Rule (UCMR 3) data showing PFAS detections and non-detections of the PWSs that were subject to UCMR 3; (c) information regarding the PWSs that are currently subject to UCMR 5 and applicable state or federal laws; and (d) PWS identified in the SDWIS. *Id.* at Sect. III. Based on this information, Mr. Raab identified the known Phase One members of the Settlement Class and compared it to the number of PWSs that either have not yet tested for PFAS or have not reported a PFAS detection and would also meet the proposed Phase Two Class Definition. *Id.* From this analysis, Mr. Raab determined that based on mathematical principles it is more likely than not that 64% of the members of the Settlement Class would met the Phase One Class Definition and 36% would meet the Phase Two Class Definition. *Id.* at Sect. III ¶ 11. To be conservative and account for any discrepancies in data, he then concluded that it would be fair, reasonable and adequate to estimate that 55% of the members of the Settlement Class would fall under the Phase One Class Definition and 45% would fall under the Phase Two Class Definition. *Id.* at ¶ 12. This division of funds between Phase One and Phase Two members of the Settlement Class is fair, reasonable and adequate, and is based upon Mr. Raab's analysis as described herein and in his Declaration. *Id. generally.*

The Phase One and Phase Two Funds will then be allocated among Phase One and Phase Two Qualifying Settlement Class Members by the Court-appointed Claims Administrator, under the oversight of the Court-appointed Special Master, in accordance with the Allocation Procedures. Ex. 2-C, p. 1.

The Allocation Procedures are a significant aspect of the Settlement. These Procedures are the culmination of a tremendous effort by proposed Class Counsel to develop a protocol to fairly, reasonably and adequately allocate the Settlement Amount to Qualifying Settlement Class Members. As part of this massive effort, proposed Class Counsel engaged two highly qualified experts – Dr. J. Michael Trapp[25] and Dr. Prithviraj Chavan[26] – to provide their expertise and technical support to develop an objective formula that can score a Qualifying Settlement Class Member's Impacted Water Source(s) using factors considered when calculating the real-world costs for the installation of PFAS treatment systems. Ex. 3 at ¶¶ 12, 14-16. After applying the mathematical formula, the Impacted Water Source scores can be used to allocate the Settlement Amount among Qualifying Settlement Class Members (the "Allocated Amount"). Below are some of the most prominent aspects of the Allocation Procedures.

1. <u>Breakdown of Funds and Claims Forms</u>

The Phase One Funds are broken down into five separate payment sources: the Phase One Very Small Public Water System Payments, the Phase One Inactive Impacted Water System Payments, the Phase One Action Fund, the Phase One Supplemental Fund and the Phase One Special Needs Fund. Ex. 2-C, p. 3, Sect. 1(c)(ii), pp. 7-20. Similarly, the Phase Two Funds will be separated into five separate payment sources: the Phase Two Very Small Public Water System

[25] Annexed hereto as Exhibit 13 is the Declaration of Dr. J. Michael Trapp.
[26] Annexed hereto as Exhibit 14 is the Declaration of Dr. Prithviraj Chavan.

Payments, the Phase Two Baseline Testing Payments, the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund. *Id.* at p. 4, Sect. 1(c)(v), pp. 20-24.

The initial step for establishing Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the appropriate Claims Form(s). *Id.* at p. 4, Sect. 1(d). Four Claims Forms are available, the completion and submission of which are dependent upon the compensation being sought by the Qualifying Settlement Class Member.[27] These Claims Forms, along with all verified supporting documentation, must be timely submitted by the applicable deadlines set forth in the Allocation Procedures. Ex. 2-C, p. 1, Sects. 4(c)(iv), 4(d)(iv), 4(e)(i), 5(c)ii), 5(d)(iii), 5(e)(iii), 5(f)(i). The Claims Administrator will make these Claims Forms electronically accessible on the Settlement Website, but a paper copy is also available upon request. Ex. 2-C, p. 1; Ex. 9, ¶ 9.

a. <u>The Very Small Public Water System Payments</u>

The Phase One and Phase Two Action Funds will provide a one-time payment to Phase One and Phase Two Qualifying Settlement Class Members with Impacted Water Sources that qualify as Very Small PWS. *Id.* at p. 10, Sect. 4(f), p. 23, Sect. 5(g). Very Small PWS are those that are listed in the SDWIS as Transient Non-Community Water Systems and Non-Transient Non-

[27] All four Claims Forms are contained in Exhibit D to the Settlement Agreement which has been annexed hereto as Exhibit 2. The Public Water System Settlement Claims Form is to be completed by those seeking either: (1) a Phase One or Phase Two Very Small Public Water System Payment; (2) a Phase One Inactive Impacted Water System Payment; or (3) compensation from the Phase One or Phase Two Action Funds as discussed *infra* in Sections IV(F)(1)(a)-IV(F)(1)(c). The Public Water System Settlement Supplemental Claims Form is to be completed by those seeking compensation from either the Phase One or Phase Two Supplemental Fund as discussed *infra* in Section IV(F)(1)(d). The Public Water System Settlement Special Needs Claims Form is to be completed by those seeking compensation from either the Phase One or Phase Two Special Needs Funds as discussed *infra* in Section IV(F)(1)(e). The Public Water System Settlement Testing Compensation Claims Form is to be completed by those seeking a Phase Two Baseline Testing Payment as discussed *infra* in Section IV(F)(1)(f).

Community Water Systems serving less than 3,300 people. *Id.* at p. 10, Sect. 4(f)(i), p. 23, Sect. 5(g)(i). Under the Allocation Procedure, Transient Non-Community Water Systems will receive a one-time payment of $1,250, and Non-Transient Non-Community Water Systems serving less than 3,300 people will receive a one-time payment of $1,750. *Id.* at p. 10, Sect. 4(f)(ii), p. 23, Sect. 5(g)(ii). Recipients of the Very Small Public Water System Payments are not eligible for payment from any other funds, except that a Phase Two Qualifying Class Member may also receive a Phase Two Baseline Testing Payment, discussed *infra* in Section IV(F)(1)(f). *Id.* at p. 10, Sect. 4(f)(iii), p. 23, Sect. 5(g)(iii).

The Claims Forms submission deadline for the Phase One Very Small Public Water System Payment is sixty (60) days after the Effective Date. *Id.* at p. 9-10, Sect. 4(e)(i). The submission deadline for the Phase Two Very Small Public Water System Payment is June 30, 2026, which is six months after the UCMR 5 testing deadline. *Id.* at p. 23, Sect. 5(f)(i).

b. <u>The Phase One Inactive Impacted Water System Payment</u>

Phase One Qualifying Settlement Class Members that are classified as Inactive in the SDWIS and that own one or more Impacted Water Source(s) tested before June 30, 2023 will receive a one-time payment of $500.00. *Id.* at p. 10, Sect. 4(g)(i). Recipients of this payment are not eligible for payment from any other funds. *Id.* at p. 10, Sect. 4(g)(ii). Because Inactive PWS should not be required to test under UCMR 5 or other federal or state law, a similar payment is not available from the Phase Two Fund. The Claims Forms submission deadline for the Phase One Inactive Impacted Water System Payment is sixty (60) days after the Effective Date. *Id.* at p. 9-10, Sect. 4(e)(i).

c. The Action Funds

The Phase One and Phase Two Action Funds will compensate all other Qualifying Settlement Class Members with Impacted Water Sources that have timely submitted a Claims Form and performed the requisite testing for each of its Impacted Water Source(s). Ex. 2-C, pp. 11-20, Sect. 4(h), pp. 23-24, Sect. 5(h). The Claims Administrator will enter the test results and relevant information provided on the Claims Form into the mathematical formula set forth in the Allocation Procedures to score each Impacted Water Source owned and/or operated by a Qualifying Class Member. *Id.* at pp. 11-16, Sect. 4(h)(i)-4(h)(iv), p. 24, Sect. 5(h)(ii).

Phase One Qualifying Settlement Class Members (i.e. those that have detected a measurable concentration of PFAS before June 30, 2023) are not required to retest their Impacted Water Source(s), but they are required to perform Baseline Testing of each of their Water Sources that either have never been tested for PFAS or were tested for PFAS before December 7, 2021, and the test did not result in a measurable concentration of PFAS. *Id.* at pp. 7-8, Sect. 4(b)(i)-4(b)(iii). Failure to test and submit Qualifying Test Results for Water Sources will disqualify Water Sources from consideration for present and future payments. *Id.* at p. 8, Sect. 4(b)(v). By contrast, all Phase Two Qualifying Class Members will have to perform Baseline Testing. *Id.* at pp. 20-21, Sect. 5(b).

Those Qualifying Settlement Class Members with a detection will receive compensation from the appropriate Action Fund for each Impacted Water Source. *Id.* at pp. 11-20, Sect. 4(h), pp. 23-24, Sect. 5(h). While a Qualifying Settlement Class Member may use any laboratory, proposed Class Counsel took great efforts to arrange for significantly expedited analysis at reduced

rates from Eurofins Environmental Testing, which is a network of environmental labs that currently has North America's largest capacity dedicated to PFAS analysis.[28]

Both Drs. Trapp and Chavan agree that capital costs and operation and maintenance ("O&M") costs are the most important factors to consider when calculating the cost of treating PFAS-containing Drinking Water. Ex. 13 at pp. 3-8; Ex. 14 at pp. 4-10. Capital costs are primarily driven by the flow rate of the Impacted Water Source, while O&M costs are primarily driven by the flow rate of the Impacted Water Source and PFAS concentrations. *Id.* Thus, the flow rates and PFAS concentrations of each Impacted Water Source, obtained from the Qualifying Class Settlement Members' Claims Forms and supporting documentation, can and will be used by the Claims Administrator to formulaically calculate a Base Score for each Impacted Water Source based on the Allocation Procedures. Ex. 2-C, pp. 11-16, Sect. 4(h)(i)-4(h)(iv), p. 24, Sect. 5(h)(ii).

These Base Scores will then be adjusted or "Bumped" depending on whether the Impacted Water Source's concentration levels exceed the proposed federal or applicable state MCLs, whether the Qualifying Settlement Class Member had Litigation relating to the Impacted Water Source pending at the time of Settlement, and whether the Qualifying Settlement Class Member was one of the Public Water Provider Bellwether Plaintiffs. *Id.* at pp. 16-18, Sect. 4(h)(v), p. 24, Sect. 5(h)(ii).

The Claims Administrator will then divide an Impacted Water Source's Adjusted Base Score by the sum of all Adjusted Base Scores for the respective Action Fund to arrive at each Impacted Water Source's percentage of the respective Action Fund. *Id.* at p. 19, Sect. 4(h)(v)(a),

[28] Exhibit 15 is the Declaration of Robert Mitzel, president of TestAmerica Laboratories, Inc. d/b/a Eurofins TestAmerica.

p. 24, Sect. 5(h)(ii). This percentage will be multiplied by the total respective Action Fund to provide the Settlement Award for each Impacted Water Source. *Id.*

Because the Allocation Procedures require the information solicited in the Claims Forms to calculate Base Scores and all Base Scores are required to calculate individual Settlement Awards, each Qualifying Settlement Class Member's Allocated Amount will not be determinable until all applicable Claims Forms are submitted, analyzed, and processed by the Claims Administrator. When these Settlement Awards are determined and notification of the Settlement Award is provided, each Qualifying Settlement Class Member may submit a request for reconsideration to the Special Master within the applicable deadlines, if an error in calculation can be established. *Id.* at p. 20 Sect. 4(h)(vi)-4(h)(vii).

The Claims Forms submission deadline for the Phase One Action Fund is sixty (60) calendar days after the Effective Date. *Id.* at p. 9-10, Sect. 4(e)(i). The deadline for the Phase Two Action Fund is June 30, 2026, which is six months after the UCMR 5 testing deadline. *Id.* at p. 23, Sect. 5(f)(i).

d. <u>The Supplemental Funds</u>

The Supplemental Funds were created to compensate Qualifying Class Members that have an Impacted Water Source that did not exceed the proposed federal or an applicable state MCL at the time they submitted their Claims Forms and because of later testing obtain a Qualifying Test Result that either: (1) exceeds the proposed federal PFAS MCLs or an applicable state MCL; or (2) exceeds a future state or federal PFAS MCL. *Id.* at p. 8, Sect. 4(c)(ii)-4(c)(iii); p. 21, Sect. 5(d)(ii).

For each Impacted Water Source, the Claims Administrator will approximate, as closely as is reasonably possible, the Settlement Award that each Impacted Water Source would have been

allocated had it been in the Action Fund with an MDL exceedance, and shall issue funds from the Supplemental Funds in amounts that reflect the difference between the amount the Impacted Water Source would have been allocated had it been in the Phase One Action Fund with an MCL exceedance and what the Qualifying Settlement Class Member has already received, if anything. *Id.* at pp. 8-9, Sect. 4(c)(v)-4(c)(vi), p. 22, Sect. 5(d)(v)-5(d)(vi).

Given the nature of the claims being submitted, the deadline for Claims Form submission for both the Phase One and Phase Two Supplemental Funds is December 31, 2030. *Id.* at p. 8, Sect. 4(c)(iv), p. 21, Sect. 5(d)(iii).

e. The Special Needs Fund

The Phase One and Phase Two Special Needs Funds will compensate Qualifying Class Members who have already spent money to address PFAS detections in their Impacted Water Sources, such as by taking wells offline, reducing flow rates, drilling new wells, pulling water from other sources and/or purchasing supplemental water. *Id.* at p. 9, Sect. 4(d)(ii)-4(d)(iii), p. 22, Sect. 5(e)(ii).

A Phase One Special Needs Fund Claims Form must be submitted up to 45 days after the deadline for submission of the PWS Claims Form. *Id.* at p. 9, Sect. 4(d)(iv). Once all Phase One Special Needs Fund Claims Forms are timely received, the Claims Administrator will review them and determine which Phase One Qualifying Settlement Class Members shall receive additional compensation and the amount of compensation. *Id.* at p. 9, Sect. 4(d)(v). The Claims Administrator will recommend the awards to the Special Master who must review and ultimately approve or reject them. *Id.*

Phase Two Special Needs Funds claims will employ an identical process except that the deadline for submissions is August 1, 2026. *Id.* at p. 22, Sect. 5(e)(iii).

f. The Phase Two Baseline Testing Payments

The Phase Two Baseline Testing Payment system was created to allow PWSs with no evidence of PFAS contamination prior to June 30, 2023 to conduct Baseline Testing that could help them establish eligibility for payments from the Phase Two Fund. *Id.* at p. 21, Sect. 5(c)(i). Although UCMR 5 requires PWSs to test for PFAS, the rule requires only that a PWS test once in its *distribution system*. The Phase Two Baseline Testing Payment system allows for more thorough testing: it allows for Phase Two Qualifying Class Members to receive a payment in the amount of $200 for *each Water Source* identified in the Phase Two Testing Compensation Claims Form. *Id.* at p. 21, Sect. 5(c)(iii). Thus, Phase Two Qualifying Class Members will be able to gather far more data regarding PFAS and, critically, will be able to seek compensation for those new detections in Phase Two. As mentioned above, Eurofins Environmental Testing will provide this testing and an expedited analysis at significantly reduced rates. Ex. 15. The deadline for submitting Phase Two Testing Compensation Claims Forms is January 1, 2026, which coincides with the UCMR 5 testing deadline of December 31, 2025. Ex. 2-C, p. 21, Sect. 5(c)(ii).

2. Breakdown of Settlement Funds Paid by the DuPont Entities

As mentioned above, the DuPont Entities shall make one payment of the Settlement Amount to be deposited into the QSF to be divided between Phase One and Phase Two Qualifying Class Member, after deductions for all appropriate fees and costs, at a 55% /45% ratio.

After the Effective Date, the Escrow Agent shall transfer five percent (5%) of the Total Settlement Funds into the Supplemental Funds for the respective phases and five percent (5%) of the Settlement Funds into the Special Needs Funds for the respective phases. Ex. 2-C, p. 8, Sect. 4(c)(i), p. 9, Sect. 4(d)(i), p. 21, 5(d)(i), p. 22, 5(e)(i); *see also* Ex. 10 at ¶ 7.

For the Phase One Action Fund, the Claims Administrator will calculate its total amount after the Escrow Agent has transferred the amounts for the Phase One Special Needs Fund, the Phase One Supplemental Fund, the Inactive Impacted Water System Payments, and the Phase One Very Small Public Water System Payments. *Id.* at p. 11, Sect. 4(h)(i). For the Phase Two Action Fund, the Claims Administrator will calculate its amount after the Escrow Agent has transferred the amounts for the Phase Two Special Needs Fund, the Phase Two Supplemental Fund, the Phase Two Very Small Public Water System Payments, and the Phase Two Baseline Testing Payments. *Id.* at pp. 23-24, Sect. 5(h)(i).

G. Objections and Exclusion Rights

1. Objections

Any Settlement Class Member may file a written Objection to the Settlement or to an award of fees or expenses to Class Counsel with the Clerk of the Court. Ex. 2, SA 2.33, 9.6-9.6.5. The requirements for the written and signed Objection and service obligations are set forth in the Settlement Agreement, including the requirement that the person objecting has been legally authorized to object on behalf of the Settlement Class Member. *Id.* at 9.6.1. Any Settlement Class Member who fails to comply with the provisions of SA 9.6 waives and forfeits any and all objections the Settlement Class Member may have asserted. *Id.* at 9.6.4.

Class Counsel asks that the Court set the deadline for submission of Objections to be sixty (60) calendar days after commencement of dissemination of Notice. *Id.* at 9.6.2.

Importantly, the filing of an Objection does not "opt out" or exclude a Settlement Class Member from the Settlement Class, which can only be accomplished by filing and serving a "Request for Exclusion" as discussed in the next section. *Id.* at 9.6.5.

2. Requests for Exclusion ("Opt Outs")

Any Eligible Claimant may opt out of the Settlement by serving a written and signed "Request for Exclusion" on the Notice Administrator, Claims Administrator, the DuPont Entities' Counsel, and Class Counsel. *Id.* at 2.46, 9.7-9.7.5. The requirements for the written and signed Request for Exclusion are set forth in the Settlement Agreement, including the requirement that the person submitting the Request for Exclusion has been legally authorized to do so on behalf of the Settlement Class Member. *Id.* at 9.7.1. No "mass," "class", "group," or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member. *Id.* at 9.7.5.

Any Person that submits a timely and valid Request for Exclusion shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to submit an Objection. *Id.* at 9.7.3. Any Settlement Class Member that fails to submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits a valid Objection, shall waive and forfeit any and all objections the Settlement Class Member may have asserted. *Id.* at 9.7.4.

Class Counsel asks that the Court set the deadline for submission of Requests for Exclusion to be sixty (60) calendar days after commencement of dissemination of Notice. *Id.* at 9.7.2.

H. Termination of the Settlement – The DuPont Entities' Walk-Away Right

The DuPont Entities have the option to withdraw from the proposed Settlement and terminate the Settlement Agreement if a certain percentage of Settlement Class Members—broken down by Public Water System category—decide to opt out of the Settlement. *Id.* at 10.1-10.5. The DuPont Entities must notify Class Counsel of their intent to exercise this termination right

within fourteen (14) business days after the deadline for submitting Requests for Exclusion. *Id.* at 10.3. If the DuPont Entities do not provide notice before this deadline, their right to terminate shall be waived. *Id.* Any disputes about the DuPont Entities' termination right will be submitted to the Court for a final, binding, and non-appealable decision. SA 10.5.

I. Release of Claims, Covenant Not to Sue and Dismissal

After Settlement Class Members are notified and the time period for Opt-Out requests and Objections expires, if the Court grants Final Approval of the Settlement, then all Settlement Class Members who do not request exclusion from the Settlement Class will be deemed to have released all claims as set forth in the Settlement Agreement against the DuPont Entities that fall within the definition of Released Claims in SA 12.1.1, agree not to institute any Released Claims in the future, and, for those Settlement Class Members with pending Litigation, agree to dismiss their Released Claims with prejudice.[29] SA 12.1-12.3.

J. Payment of Attorneys' Fees and Litigation Costs and Expenses

Proposed Class Counsel intends to file a motion for fees and costs not less than twenty (20) calendar days before Objections are due that will request that amounts due under the Holdbacks Provisions of CMO No. 3, private attorney/client contracts and fees of Class Counsel all be paid from the Settlement Funds contained in the QSF upon the Effective Date, before any portion of the Settlement Fund is distributed to the Settlement Class Members. *Id.* at 11.2. All costs and fees of Class Counsel must be approved by the Court. *Id.* The motion will be made available on the

[29] Should a Settlement Class Member believe that they have a claim that is preserved under SA 12.1.2(a) or 12.1.3(y), it shall execute a stipulation of partial dismissal with prejudice in the form annexed as Exhibit L to the Settlement Agreement within thirty (30) calendar days of the Effective Date of the Settlement. SA 12.1-12.3. Failure to do so will result in the dismissal of such Litigation by operation of the Order Granting Final Approval with prejudice to the extent it contains a Released Claim and without prejudice to the extent it contains a claim that is preserved under SA 12.1.2(a) or 12.1.3(y). *Id.*

Settlement website (www.PFASWaterSettlement.com), and the Court docket for *City of Camden, et al., v. E.I. DuPont de Nemours and Company (n/k/a EIDP, Inc.), et al.,* No. 2:23-cv-03230-RMG; *See* Ex. 2-E, p. 7, No. 6.

V. ARGUMENT

Preliminary approval of a class action settlement is warranted if the two requirements of Rule 23(e)(1) are satisfied. Under the Rule, the issue is whether the Court will likely be able to: (1) approve the Settlement as being fair, reasonable and adequate under Rule 23(e)(2); and (2) certify the Settlement Class for purposes of settlement and entering a judgment. Fed. R. Civ. P. 23(e)(1).[30] *See 1988 Trust for Allen Children Dated 8/8/88 v. Banner Life Ins. Co*., 28 F.4th 513, 521 (4th Cir. 2022) (recognizing that parties propounding settlement bear "the initial burden to show that the proposed class meets the Rule 23(a) requirements for certification and that a proposed settlement is fair, reasonable, and adequate").

In determining whether to approve a Settlement, the Court should be guided by the principle that "[t]here is a strong judicial policy in favor of settlements, particularly in the class action context." *Reed v. Big Water Resort, LLC*, 2016 U.S. Dist. LEXIS 187745, at *14 (D.S.C. May 26, 2016); *see also Crandell v. U.S.*, 703 F.2d 74, 75 (4th Cir. 1983) ("Public policy, of course, favors private settlement of disputes."). Indeed, "[t]he voluntary resolution of litigation through settlement is strongly favored by the courts and is 'particularly appropriate' in class actions." *In re LandAmerica 1031 Exch. Servs. Inc. Internal Revenue Service §1031 Tax Deferred Exch. Litig. (MDL 2054)*, 2012 U.S. Dist. LEXIS 97933 at *13-14 (D.S.C. July 12, 2012).

[30] Rule 23(e)(1)(B) provides: "The court must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties' showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal."

A. The Proposed Settlement Should Be Preliminarily Approved.

Preliminary approval of a proposed class settlement begins with a cursory determination of the fairness, reasonableness, and adequacy of the settlement terms using the factors enumerated in Fed.R.Civ.P. 23(e)(2). *See In re Aqueous Film-Forming Foams Prod. Liab. Litig*., No. 2:18-MN-2873-RMG,2021 U.S. Dist. LEXIS 16470, at *1 (D.S.C. Jan. 25, 2021) (preliminarily approving the *Campbell* class action settlement) ("*Campbell*"). As the arbiter of fairness and adequacy, the district court "acts as a fiduciary of the class" to "ensure that the settlement is fair and not a product of collusion, and that the class members' interests were represented adequately." *1988 Trust*, 28 F.4th at 521 (quoting *Sharp Farms v. Speaks*, 917 F.3d 276, 293-294). The Court is obliged to review the Settlement Agreement and "determine whether it 'is "within the range of possible approval" or, in other words, whether there is "probable cause" to notify the class of the proposed settlement.'" *In re LandAmerica*, 2012 U.S. Dist. LEXIS 97933, at *5 (quoting *Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.,* 855 F. Supp. 825, 827 (E.D.N.C. 1994)). "At this preliminary stage of the proceedings, [the] Court is not required to undertake an in-depth consideration of the relevant factors for final approval." *Id.* at *6.

Here, Plaintiffs and proposed Class Counsel submit that both the form and substance of the proposed Settlement are fair, reasonable, and adequate, and, thus, preliminary approval by the Court is warranted. Indeed, the proposed Settlement satisfies each of the elements for assessing the reasonableness of the settlement under Rule 23(e)(2), as well as the factors set forth in *Jiffy Lube,* 927 F.2d at 158-59. *See also In re: Lumber Liquidators Chinese Manufactured Flooring Prods. Marketing, Sales Pract. and Prods. Liab. Litig*., 952 F.3d 471, 484 n. 8 (4th Cir. 2020)

(reaffirming the *Jiffy Lube* factors while noting that the elements listed in the 2018 amendment to Rule 23(e)(2) differ from the Court's considerations but "almost completely overlap").[31]

1. The Settlement Negotiations Were Fair.

The Fourth Circuit uses the following *Jiffy Lube* factors to analyze the fairness of a proposed class settlement to ensure it was reached as a result of good-faith bargaining at arm's length, without collusion: (1) the posture of the case at the time the proposed settlement was proposed, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the negotiations, and (4) counsel's experience in the type of case at issue. *See generally, Commissioners of Public Works of City of Charleston v. Costco Wholesale Corp.*, 340 F.R.D. 242, 249 (D.S.C. 2021).

a. The Litigation as to Public Water Systems Was in a Trial-Ready Posture at the Time of the Settlement.

As set forth in detail *supra* in Section III(B), the parties entered into the MOU on June 1, 2023, only four days before the first PWS bellwether trial – the *Stuart* trial – was set to begin on June 5, 2023. Prior to that, for four-and-a-half years – since this MDL's inception in December 2018 – the parties had engaged in extensive, non-stop fact and expert discovery, as well as motion practice in an effort to move this MDL forward efficiently and effectively, and they did not let a global pandemic stop them, with the first of over 150 depositions in this MDL being taken remotely in the earliest days months of the pandemic. The culmination of their efforts resulted in trial

[31] Rule 23(e)(2) provides: "If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other."

counsel for both parties being ready to present the *Stuart* case to a jury, a process that included, among other things, analyzing and evaluating hundreds of thousands of documents and paring them down to the final core exhibit list, arguing evidentiary objections, securing live witnesses, identifying deposition cuts, and engaging in motion practice (i.e. summary judgment motions, *Daubert* motion*s,* and motions in limine). In this instance "all discovery ha[d] been completed and the cause [was] ready for trial" which is "important" because it ordinarily assures sufficient development of the facts to permit a reasonable judgment on the possible merits of the case." *Flinn v. FMC Corp*., 528 F.2d 1169, 1173 (4th Cir. 1975).[32]

Notably, the PWS cases, in and outside of this MDL, were much farther along than those in other litigations where a proposed class settlement received preliminary approval in the Fourth Circuit. Indeed, the Fourth Circuit has affirmed preliminary approval of a class settlement "reached so early in the litigation that no formal discovery had occurred, [because] the court found that documents filed by plaintiffs and evidence obtained through informal discovery yielded sufficient undisputed facts" to enable a decision regarding the merits of the claims. *Jiffy Lube*, 927 F.2d at 159 (vacated and remanded on other grounds).[33]

Thus, the first *Jiffy Lube* factor for evaluating fairness supports preliminary approval of the proposed Settlement.

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[32] Ten (10) days before the *Stuart* trial was set to begin, DuPont was severed from the trial primarily due to the bankruptcy filing of its co-Defendant, Kidde-Fenwal, Inc. *See* Order dated May 26, 2023, 2:18-mn-02873-RMG [Dkt. 3183].

[33] *See also Newbanks v. Cellular Sales of Knoxville, Inc.*, No. 12-1420, 2015 U.S. Dist. LEXIS 191550, at *4-5, 14 (D.S.C. Feb. 4, 2015) (discovery was sufficient to allow evaluation of the merits of the case where parties exchanged thousands of pages of documents during the discovery process); *Mullinax v. Parker Sewer & Fire Subdistrict*, No. 12-cv-01405, 2014 U.S. Dist. LEXIS 199340, at *16 (D.S.C. Mar. 11, 2014) (approving settlement "reached after nearly 10 months of litigation that had narrowed and defined the legal and factual issues as clearly as possible.").

b. Before Reaching Settlement, the parties Conducted Extensive Investigation and Discovery.

Preliminary informal exploratory settlement discussions began in the Summer of 2020. By this time, the parties were already well along in the development of their positions and had gathered a substantial cache of relevant evidence on critical elements of the claims at issue. In fact, the PEC had by that point already served voluminous discovery requests on approximately twenty (20) core defendants in the MDL, including the DuPont Entities, and Science Day (October 4, 2019) had already convened at which the parties presented their respective positions regarding some of the key scientific issues at issue in this case. Before reaching settlement, over 4.6 million documents had been produced in discovery in this MDL, which amount to over 37.4 million pages. The parties also collectively completed 162 depositions of fact and expert witnesses.

Accordingly, as the extensive and highly contentious settlement discussions unfolded between the parties over the next couple of years, general liability discovery as to all of the core MDL defendants, including the DuPont Entities, was substantially completed and available for use, including in the *Stuart* trial. To this end, both sides, along with Judge Phillips, were armed with this extensive discovery and primed to make well-informed and intelligent decisions regarding the credibility of liability and its impact on any proposed Settlement. Accordingly, the second *Jiffy Lube* factor for evaluating fairness also supports preliminary approval of the proposed Settlement.

c. The Proposed Settlement Was Negotiated at Arm's-Length.

As described in the Declarations of Judge Phillips and proposed Class Counsel, the proposed Settlement arose out of serious and informed negotiations conducted at arms' length. From the time the parties first began to informally discuss settlement in the Summer of 2020, proposed Class Counsel continued to vigorously prosecute the PWS claims brought against the

DuPont Entities and the other MDL defendants, which led to negotiations between the parties that were difficult, protracted, and often highly contentious. *See* Exs. 3, 4, 6, *generally.* With up and downs, there was rarely longer than ninety (90) days that went by without some negotiations going forward. Ex. 4 at ¶ 18.

This continued after Judge Phillips was appointed by the Court in October 2022 to mediate the parties' negotiations, and Judge Phillips played a crucial role in supervising the negotiations, assisting in evaluating the strengths and weaknesses of the parties' respective positions and bridging the wide gaps in said positions. Ex. 3, at ¶ 10, 17, 23; Ex. 4 at ¶ 22; Ex. 6 at ¶¶ 9-19. And even as Judge Phillips oversaw multiple telephone, video conference and in-person mediation sessions, the negotiations remained difficult and contentious. *Id.* Indeed, even after the parties reached the MOU, the negotiations continued as the parties attempted to hammer out the details of the final Settlement Agreement.

The adversarial nature of the negotiations and the aid provided by Judge Phillips are factors that weigh in favor of preliminary approval. *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 345–46 (D.S.C. 1991) (although supervision "is not mandatory in order to determine a settlement is fair, such participation can insure that the parties will negotiate in good faith without collusion."); *Robinson v. Carolina First Bank NA*, 2019 U.S. Dist. LEXIS 26450, *27 (D.S.C. Feb. 14, 2019) ("supervision by a mediator lends an air of fairness to agreements that are ultimately reached); Fed.R.Civ.P. 23(e)(2)(B).

Thus, the contentious nature of the negotiations along with the participation from Judge Phillips demonstrate that the Fourth Circuit's third factor for evaluating fairness supports preliminary approval of the proposed Settlement.

d. Class Counsel and Counsel for the DuPont Entities Have Decades of Experience Litigating Complex Cases, including Environmental and Class Actions.

Because Plaintiffs and the DuPont Entities are represented by competent counsel who are experienced in complex, large-scale environmental litigation, their opinions supporting the proposed Settlement weigh in favor of granting preliminary approval. *Robinson,* 2019 U.S. Dist. LEXIS 26450, at *13-14, 18-19; *Flinn*, 528 F.2d at 1173 (the opinion and recommendation of experienced counsel "should be given weight in evaluating the proposed settlement."); Fed.R.Civ.P. 23(e)(2)(A).

Indeed, Courts have recognized that class counsel's experience in similar litigation allows for a realistic assessment of the merits of a claim and the desirability of a settlement. *Bass v. 817 Corp.,* 2017 U.S. Dist. LEXIS 225380, *5-6 (D.S.C. Sept. 19, 2017). This Court has previously given consideration to the "parties' history of litigating similar, if not identical issues, combined with Plaintiff's counsel's extensive experience of the same" as "indicat[ing] the settlement was negotiated at arm's length." *Commissioners*, 340 F.R.D. at 249.

Here, proposed Class Counsel has extensive experience in complex environmental litigation, class actions, and settlements of large, nationwide cases. Indeed, this Court appointed three of them as Co-Lead Counsel to oversee the prosecution of this MDL out of recognition of their experience. Their recommendation of the Settlement is informed by their acquired knowledge.

Scott Summy has litigated and resolved several large-scale cases involving water providers who sought the costs of removing chemicals from their water. *See* Ex. 3. As just one example, in 2009, he successfully settled MDL-wide claims brought by water suppliers against the nation's

major oil companies for contaminating their drinking water supplies with the gasoline additive, MTBE. *Id.*

Michael London has devoted his entire legal career to representing consumers and injury victims, primarily in complex litigation settings involving mass torts. *See* Ex. 4. As just one example, Mr. London led the seminal PFAS litigation – *In re: E.I. du Pont de Nemours and Company C-8 Pers. Injury Litig.*, MDL No. 2433 (S.D. Ohio). *Id.* at ¶¶ 7, 8-12. To this precise end, he has previously negotiated two other PFOA settlements with the DuPont Entities, the first for $671 million, and the second for over $70 million. *Id.* at ¶ 12.

Paul Napoli has litigated and resolved mass tort litigations involving complex environmental issues like those in this case. *See* Ex. 5. As just one example, Mr. Napoli, in his court-appointed role of Plaintiffs' Liaison Counsel, participated in the historic settlement for more than ten thousand first responders, construction workers, and laborers exposed to toxins from the September 11, 2001 attack of the World Trade Center. *Id.*

Elizabeth Fegan has litigated and resolved complex class actions involving consumers, third party payors, and other victims of fraud, defective products, and environmental contamination. *See* Ex. 7. As a result of her track record, two courts have recently *sua sponte* appointed her lead counsel in large class actions, i.e. *In re TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.) (second largest biometric privacy class settlement); *In Re: Kia Hyundai Vehicle Theft Marketing, Sales Practices, and Prods. Liab. Litigation*, MDL 3052 (recently announced class settlement valued at more than $750 million). *Id.*

Considering proposed Class Counsel's broad knowledge of the facts surrounding this litigation, coupled with their extensive experience in class actions and resolving litigations

involving similar issues, the fourth *Jiffy Lube* factor is met which supports preliminary approval of the proposed Settlement.

2. The Settlement Provides Adequate Consideration to the Class.

Under the terms of the Settlement Agreement, the DuPont Entities will pay $1,185,000,000 into a Court-approved QSF to be distributed to Settlement Class Members. Ex. 2, SA 2.41, 2.50, 3.2, 6.1. Following appropriate deductions for fees and costs as set forth in the Settlement Agreement, those funds will be allocated equitably among the proposed Settlement Class Members under the Allocation Procedures described earlier in this memorandum, which rely principally on flow rates and degree of PFAS contamination in each system to calculate the final Allocated Amount. Ex. 2-C. The Settlement Amount will help, in part, to ameliorate the costs faced by PWSs in developing and implementing necessary, cost-effective systems to treat the water sources contaminated by the DuPont Entities' PFAS.

At the preliminary approval stage, the Court need only find that the settlement is within "the range of possible approval," *Commissioners*, 340 F.R.D. at 249, considering (1) the relative strength of the plaintiffs' case on the merits, (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of the defendants and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement." *Jiffy Lube*, 927 F.2d at 159; *Commissioners*, 340 F.R.D. at 250. *See also* Fed.R.Civ.P 23(e)(2)(C & D).

a. The Settlement Is Reasonable Given the Strength of Plaintiffs' Case on the Merits and the DuPont Entities' Existing Defenses.

Although Plaintiffs are confident in the strength of their allegations and supporting evidence, "Plaintiffs' ability to prevail on the merits is uncertain. The Settlement confers relief that might well not be achievable through continued litigation." *Gray v. Talking Phone Book*, 2012

U.S. Dist. LEXIS 200804, at *16 (D.S.C. Aug. 10, 2012). When reviewing the adequacy of a proposed settlement, "the court can assess the relative strengths and weaknesses of the settling parties' positions to evaluate the various risks and costs that accompany continuation of the litigation." *Case v. French Quarter III LLC*, 2015 WL 12851717, at *8 (D.S.C. July 27, 2015).

Before the Settlement was reached, the *Stuart* case was trial ready and Proposed Class Counsel believed, and continues to believe, that they have a strong case against the DuPont Entities. Proposed Class Counsel believe that the DuPont Entities were fully cognizant of all this credible evidence and that the strength of Plaintiffs' position is what drove the Settlement Amount agreed to by the DuPont Entities.

Of course, the outcome of any case that is tried on the merits is uncertain and for its part, the DuPont Entities have taken the position they have supportable legal and factual arguments that also impacted the parties' negotiations. As Judge Phillips attests in his declaration, "[t]o the extent that the settlement negotiations were difficult and contentious, that was because all involved held firm to their convictions that they had the stronger factual and legal arguments on issues relevant to liability, damages and otherwise, leading to robust debates on virtually every aspect of the settlement, including the ultimate outcome of motions, trials, and appeals, if a negotiated agreement was not achieved." Ex. 6, ¶ 19.

As in many cases, uncertainty favors settlement because "hurdles to proving liability, such as proving proximate cause would remain and would necessitate expensive expert testimony." *Commissioners*, 340 F.R.D. at 250 (internal quotation marks omitted); *LandAmerica*, 2012 U.S. Dist. LEXIS 97933, at *11-12 (where defendants "vigorously dispute the Plaintiffs' claims on numerous grounds," "their dispute underscores … the uncertainty of the outcome[.]"); *S.C. Nat.*

Bank, 139 F.R.D. at 340 (settlement favored by risk to both sides of ultimate resolution of the numerous and significant factual and legal issues).

Notably, as detailed earlier in Section II, it is estimated that the DuPont Entities are responsible for only three to seven percent of the MDL defendants' total alleged PFAS-related liabilities. Correspondingly, notwithstanding Plaintiffs' confidence in the strengths of their proofs against the DuPont Entities, this is a factor that could have potentially reduced any favorable jury award. It was therefore a consideration in agreeing to the Settlement Amount. *See e.g. Flinn*, 528 F.2d at 1173–74 (the fact that a cash settlement "'may only amount to a fraction of the potential recovery' will not per se render the settlement inadequate or unfair.") Accordingly, this factor supports that the Settlement is reasonable.

b. The Settlement Is Reasonable Given the Anticipated Duration and Expense of Additional Litigation.

Under the Settlement Agreement, the DuPont Entities do not admit liability and expressly decline to waive any affirmative defenses. If the Settlement Agreement is terminated, the parties agree to return to their pre-settlement litigation positions. Only the *Stuart* case has been prepared for trial, so the vast majority of water providers would start a years-long litigation – after four-and-a-half years have already passed in the MDL. It could easily take many additional years for Settlement Class Members to make similar progress in their own cases. *See Case*, 2015 WL 12851717, at *8 (settlement is appropriate after extensive discovery where trial would be lengthy and costly). And there is the risk of recovering nothing or recovering only after years of trial and appeals. Adding years of litigation for PWS runs counter to having to expend funds in the near term to comply with the pending EPA MCLs for PFAS. This cannot be overstated.

Indeed, although the claims alleged by the Settlement Class Members involve straightforward tort principles, litigating their cases involves sophisticated factual, expert and legal

analysis that in many cases will require hiring multiple consulting and testifying experts. A liability determination may turn on resolution of complex fact questions based on sophisticated scientific evidence, including analyses of the PFOA at a particular site to determine whether it is branched or linear or both, and if both, in what proportions. Further complicating the matter is the fact that the DuPont Entities did not manufacture AFFF directly so it would be more difficult for plaintiffs to prove that it is the DuPont Entities' PFOA in their PWS. Ex. 3 at ¶ 19; Ex .4 at ¶¶ 26-30. And looming over all of this is the possibility that a jury assesses discrete factual issues involving the government contractor defense and, however unlikely, finds that it applies in a particular case. All these uncertainties make settlement all the more desirable.

This complexity translates into time-consuming and expensive litigation. Preparing the PWS cases for potential bellwether trials alone required that Plaintiffs engage numerous expert witnesses at a cost totaling over hundreds of thousands of dollars, and that is before a single trial has even been conducted. Developing these specific expert opinions for hundreds of PWSs presents the real potential for enormously exorbitant costs.

Proposed Class Counsel has also expended time and effort in other ways in order to put the PWS cases into the best position possible for negotiating a potential settlement. For the *Stuart* trial, a core trial team was prepared to present the best evidence against the DuPont Entities in a precise, cogent and persuasive manner, as Plaintiffs have done on prior occasions.[34] The firms involved

[34] The *Stuart* trial team was led by Gary Douglas of Douglas & London and Wesley Bowden of Levin, Papantonio, Rafferty, and also included: Rebecca Newman, Lara Say, Anne Accettella, and Tate Kunkle of Douglas & London; Ned McWilliams, Madeline Pendley and Chris Paulos of Levin, Papantonio, Rafferty; Frank Petosa, Josh Autry and Henry Watkins of Morgan & Morgan; Nancy Christensen of Weitz & Luxenberg; Carl Solomon of Solomon Law Group, Stephanie Biehl of Sher Edling, and Fred Longer of Levin, Sedran & Berman. Many of these lawyers (and others on the law and briefing committee, including Carla Burke Pickrel and Kevin Madonna) were engaged in other important presentations to the court, including Science Day and the Government Contractor Defense hearing.

invested extraordinary amounts of time in these efforts without any guarantee of future recovery due to the contingency nature of the litigation.[35] These risks and costs were also part of the parties' calculus in negotiating the proposed Settlement and should be considered by the Court. *See* Fed.R.Civ.P. 23(e)(2)(C)(iii).

Moreover, any judgment would likely be subject to lengthy appeals, whereas the Settlement provides more immediate results and benefits to Settlement Class Members. "Accordingly, even after three and a half years of litigation, the road to recovery—particularly for the class as a whole—likely would be protracted and costly if the settlement were not approved." *Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 480 (D.Md. 2014).

In brokering the proposed Settlement, proposed Class Counsel carefully evaluated all the hurdles involved in establishing the DuPont Entities' liability, including getting past *Daubert* and summary judgment in cases beyond *Stuart*, as well as the possibility of a future trial and appeal. Based on these considerations, proposed Class Counsel believes that it is in the best interest of all Settlement Class Members to resolve the claims through the proposed Settlement in order to avoid such risks. *See Gray*, 2012 U.S. Dist. LEXIS 200804, at *5-6, 15 (settlement negotiations involved consideration of avoiding the significant risk and burden of continuing litigation).

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[35] To this purpose, the Settlement Agreement appropriately recognizes that all counsel will take their fees from the Settlement Fund. As discussed above, in Section IV(J), Proposed Class Counsel intends to file a motion for fees and costs not less than twenty (20) calendar days before Objections are due that will request that amounts due under the Holdbacks Provisions of CMO No. 3, private attorney/client contracts and fees and costs of Class Counsel all be paid upon the Effective Date from the Settlement Funds contained in the QSF. *Id.* at 11.2

d. The Settlement is Reasonable Given the Current Solvency of the DuPont Entities and the Risk of Insolvency of Defendant Chemours

Although the DuPont Entities have not indicated any plans to pursue bankruptcy protection (like its co-defendant in the MDL, Kidde-Fenwal, Inc.),[36] it is always a consideration, especially given the rocky relationship between the DuPont Entities.

Plaintiffs have alleged, as have many other plaintiffs in and outside of this MDL, that Defendant DuPont de Nemours, Inc. and Defendant E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, "DuPont") fraudulently transferred their PFAS liabilities to Defendant Chemours Company and Defendant The Chemours Company FC, LLC, (collectively, "Chemours"). Ex. 3 at ¶ 22. This transfer has created significant uncertainty as to whether Chemours can remain viable given the potential PFAS risks it is facing. *Id*. In fact, Chemours filed suit against DuPont alleging that DuPont had illegally strapped Chemours with significant PFAS liabilities that threatened the viability of Chemours. *Id.* (citing *The Chemours Co. v. DowDuPont Inc., et al*, No. 2019-0351 (Del. Ch.)). This litigation was ultimately resolved with DuPont and Defendant Corteva, Inc. contributing limited funds to assist with PFAS liabilities. *Id.* However, when the limited funds run out, Chemours is responsible for any excess liabilities. *Id.* While, ultimately, plaintiffs may be successful in their fraudulent transfer claims against DuPont, the risk of failure makes the bankruptcy risk to Chemours a significant concern. *Id.*

Accordingly, the potential inability to pay litigated judgments weighs in favor of the adequacy of the billion-dollar settlement. *See In re: Lumber Liquidators Chinese-Manufactured Flooring Products Marketing*, *Sales Practices and Products Liability Litigation*, 952 F.3d 471, 485 (4th Cir. 2020).

[36] *In re Kidde-Fenwal, Inc*., No. 23-20638, Voluntary Petition for Non-Individuals Filing for Bankruptcy (D. Del. May 14, 2023).

In summary, probable cause for final approval of the Settlement has been amply demonstrated. Consequently, this Court should consider whether the class should be provisionally certified.

B. The Proposed Settlement Class Should Be Provisionally Certified Under Federal Rule of Civil Procedure 23.

1. The Requirements of Rule 23(a) Are Satisfied.

A proposed settlement class satisfies the requirements for class certification under Rule 23(a), if it meets the following requirements: (1) numerosity, (2) commonality, (3) typicality, and (4) adequacy of representation. Fed.R.Civ.P. 23(a). The Fourth Circuit also recognizes that "Rule 23 contains an implicit threshold requirement that the members of a proposed class be readily identifiable" or ascertainable. *Peters v. Aetna Inc.*, 2 F.4th 199, 241–42 (4th Cir. 2021) (internal citations omitted); *see also Commissioners*, 340 F.R.D. at 247.

At this preliminary stage, this Court is not required to undertake an in-depth consideration of the relevant factors; nor should the Court decide the merits of the case or resolve unsettled legal questions but "limit its proceedings to whatever is necessary to aid it in reaching an informed, just and reasoned decision." *Flinn*, 528 F.2d at 1173.

a. The Settlement Class Members Are Readily Ascertainable.

In analyzing any class action, the Fourth Circuit has imposed a non-textual condition that "a class cannot be certified unless a court can readily identify the class members in reference to objective criteria." *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643, 654–55 (4th Cir. 2019). This requirement is often called "ascertainability" where "[t]he goal is not to identify every class member at the time of certification, but to define a class in such a way as to ensure that there will be some administratively feasible [way] for the court to determine whether a particular individual is a member at some point." *Id.* at 658 (internal quotation marks omitted). This requirement will

be met so long as the putative class is able to be "identified on a large-scale basis, and notified of the class action accordingly." *Id*.

As detailed above in Section IV(E)(1), the proposed Settlement Class meets this requirement because the putative class members it includes are objectively described, readily identifiable, and ascertainable by reference to publicly-available information and, if necessary, confirmatory testing results. For this reason, the Fourth Circuit's ascertainability requirement is satisfied.

b. Rule 23(a)'s Numerosity Requirement Is Satisfied.

Rule 23(a)(1) requires that a class be "so numerous that joinder of all members is impracticable." Fed.R.Civ.P. 23(a)(1). While this requirement was "easily satisfied" for a class of 14,000 public sewer system operators, *Commissioners,* 340 F.R.D. at 247, the Fourth Circuit has also found it satisfied where the proposed class included only 30 members. *Williams v. Henderson*, 129 Fed. App'x 806, 811 (4th Cir. 2005). The large number of PWSs and their disparate locations alone make joinder an unrealistic option in this case, thereby confirming the impracticality of resolving their claims without use of the class action device. *See In re Zetia (Ezetimibe) Antitrust Litig*., 7 F.4th 227, 234-36 (4th Cir. 2021) (holding that when the proposed class is in the "gray area" between 20 to 40 members, "the district court should consider whether judicial economy favors *either* a class action or joinder.").

Thus, the proposed Settlement Class, projected to be over 14,000, easily satisfies Rule 23(a)'s numerosity requirement.

c. Rule 23(a)'s Commonality Requirement Is Satisfied.

Under Rule 23(a)(2), a district court may certify a class only when "there are questions of law or fact common to the class." Fed.R.Civ.P. 23(a)(2). The key inquiry for evaluating commonality is whether a common question can be answered in a class-wide proceeding such that

it will "drive the resolution of the litigation." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). "The commonality requirement – at least as it relates to a settlement class – is 'not usually a contentious one: the requirement is generally satisfied by the existence of a single issue of law or fact that is common across all class members and thus is easily met in most cases.'" *Commissioners*, 340 F.R.D. at 247-248. "What matters to class certification … is not the raising of common 'questions'—even in droves—but rather the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation." *Dukes*, 564 U.S at 350 (emphasis in original). Thus, even a single common question is sufficient to meet this Rule 23(a) requirement. *Id.* at 359.

Recently, this Court found the commonality requirement was met in a class action where public sewer operators alleged, individually and on behalf of a putative class, that the manufacturers of flushable wipes knew that their wipes were not actually "flushable," failed to warn consumers, and caused harm to sewer systems. *Commissioners,* 340 F.R.D. at 247. In that case, this Court found that common questions existed "such as whether 'Defendants mislabel their flushable wipes so as to have consumers believe that their flushable wipes will not cause harm to sewer systems in their area' and 'whether Defendants' flushable wipes cause adverse effects on STP Operators' systems.'" *Id.*

The same analysis supports a finding of commonality here. Plaintiffs' claims, individually and on behalf of the proposed Settlement Class, arise from allegations that the DuPont Entities knew of the environmental and potential human health risks associated with exposure to PFAS, yet continued to develop, manufacture, distribute, and sell PFAS and products containing PFAS. Compl. at ¶¶ 103-134; *see also* Ex. 2, SA 12.1.1. Likewise, Plaintiffs and the proposed Settlement Class Members have all alleged that the DuPont Entities failed to warn users, bystanders, or public

agencies of these risks associated with their products that contained PFAS. *Id.* at ¶¶ 106, 121, 262, 289, 308, 322-343, 345-347. Plaintiffs and the Settlement Class Members relied on a common core of salient facts relevant to the DuPont Entities, and the DuPont Entities' potential liability to Plaintiffs and the proposed Settlement Class is grounded in substantially similar legal theories. For this reason, Rule 23(a)'s commonality requirement is satisfied here.

d. Rule 23(a)'s Typicality Requirement Is Satisfied.

Typicality requires that the proposed class representatives' claims be "typical of the claims or defenses of the class." Fed.R.Civ.P. 23(a)(3). Typicality is satisfied if a proposed class representative's claim is not "so different from the claims of absent class members that their claims will not be advanced by plaintiff's proof of his own individual claim." *Deiter v. Microsoft Corp.,* 436 F.3d 461, 466–67 (4th Cir. 2006). Still, courts have emphasized that this "is not to say that typicality requires that the plaintiff's claim and the claims of class members be perfectly identical or perfectly aligned." *Id.* Rather, typicality is satisfied where there is "a sufficient link" between a representative plaintiff's claims and those of absent class members where both allegedly suffered damages caused by the same product, arise out of the same alleged course of conduct by defendant, and are based on identical legal theories. *Commissioners,* 340 F.R.D. at 247-248.

Here, Plaintiffs, in their capacity as proposed Class Representatives, have asserted claims that are undoubtedly typical of those of the Settlement Class Members they seek to represent. To start with, Plaintiffs, like the Settlement Class Members, are PWSs that have asserted claims for actual or threatened injuries caused by PFAS contamination. Compl. at ¶¶14-16, 246-252; Ex.2, SA 5.1.1. In addition, Plaintiffs and the Settlement Class Members rely on the same common core of facts to allege that the DuPont Entities knowingly sold defective PFAS and failed to warn of those defects, leading to the actual or threatened contamination of their respective Water Sources. *Id.* at *Id.* at ¶¶ 103-134, 246-252, 262, 289, 308, 322-343, 345-347. Plaintiffs and the Settlement

Class Members also assert a common damages theory that seeks recovery of the costs incurred in testing, monitoring, remediating and/or treating their Water Sources, either to monitor for PFAS contamination or to remove existing PFAS contamination from their Drinking Water. *Id.* at ¶¶ 14-16. Lastly, like the Settlement Class Members, Plaintiffs allege that Defendants engaged in a scheme to fraudulently transfer assets to avoid potential liability for their role in manufacturing and selling PFAS and products containing PFAS. *Id.* at ¶¶ 135-228, 381-407.

Because Plaintiffs' and the Settlement Class Members' claims arise out of the same course of conduct by the DuPont Entities, are based on similar – if not identical – legal theories, and assert similar damages theories, Rule 23(a)'s typicality requirement is satisfied. *Commissioners*, 340 F.R.D. at 247; *see also Campbell,* 2021 U.S. Dist. LEXIS 16470, at *11-12 ("Typicality exists if a plaintiff's claim arises from the same event or course of conduct that gives rise to the claims of other class members and is based on the same legal theory.")(citations omitted).

e. Rule 23(a)'s Adequacy of Representation Requirement Is Satisfied.

Rule 23(a)(4) requires that the "representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). *See also 1988 Trust*, 28 F.4th at 524. "Determining adequacy of representation, therefore, requires the Court to determine: (1) whether the named plaintiffs and their counsel have any conflicts of interest with other class members; and (2) whether the named plaintiffs and their counsel will prosecute the action vigorously on behalf of the entire class." *Parker v. Asbestos Processing, LLC*, No. 0:11-cv-01800-JFA, 2015 U.S. Dist. LEXIS 1765, at *24 (D.S.C. Jan. 8, 2015) (citations omitted). This inquiry "tend[s] to merge" with the commonality and typicality criteria. *Gen. Tel. Co. of Sw. v. Falcon*, 457 U.S. 147, 158 n.13 (1982). In part, these requirements determine whether "the named plaintiff's claim and the class claims are so interrelated that the interests of the class members will be fairly and adequately protected in their absence." *Id.*

The adequacy of representation requirement is satisfied here because Plaintiffs and proposed Class Counsel have no interests "antagonistic to the interests of the Settlement Class," no indicia of conflicts of interest exists, and Plaintiffs allege the same or similar harms as the absent class members. *Commissioners,* 340 F.R.D. at 247-248. Further, Plaintiffs and proposed Class Counsel have demonstrated a willingness and ability to vigorously prosecute the class claims as set forth in detail above. *Id.* Lastly, there is no basis for believing that proposed Class Counsel will not adequately represent the interests of absent class members given their extensive experience in class actions, robust prosecution of the class claims in this litigation, and the impressive results they have secured in this MDL by way of this Settlement. *See, e.g.*, *Campbell,* 2021 U.S. Dist. LEXIS 16470, at *16 (finding Mr. Napoli would adequately represent the interests of absent members of a class comprised of residents of a community located in the vicinity of an AFFF manufacturing facility).

For all these reasons, the proposed Settlement satisfies Rule 23(a)'s adequacy of representation requirement.

2. Rule 23(b)(3) is Satisfied.

In addition to the requirements of Rule 23(a), the proposed Settlement Class must also satisfy the requirements of Rule 23(b)(3). "An acceptable type of class provided for by Rule 23(b) is where the class is superior to other methods of adjudication because common questions of law or fact predominate over those of individual class members ('superiority requirement')." *Campbell*, 2021 U.S. Dist. LEXIS 16470, at *5. In making this determination, a court must consider: (1) "the class members' interests in individually controlling the prosecution or defense of separate actions;" (2) "the extent and nature of any litigation concerning the controversy already begun by or against class members;" (3) "the desirability or undesirability of concentrating the

litigation of the claims in the particular forum;" and (4) "the likely difficulties in managing a class action." Fed.R.Civ.P. 23(b)(3).

Because a chief justification for class actions is efficiency, courts "must compare the possible alternatives to determine whether Rule 23 is sufficiently effective to justify the expenditure of the judicial time and energy that is necessary to adjudicate a class action and to assume the risk of prejudice to the rights of those who are not directly before the court." *Campbell*, 2021 U.S. Dist. LEXIS 16470 at *5-6 (citing 7AA Wright & Miller, Fed. Practice and Procedure § 1779 (3d ed. 2005)). "'Where . . . common questions predominate regarding liability, then courts generally find the predominance requirement to be satisfied even if individual damages issues remain.'" *Stillmock v. Weis Markets, Inc.,* 385 Fed.Appx. 267, 273 (4th Cir. 2010).

Here, for the same reasons discussed in the preceding section, common questions clearly predominate over any individual questions that the Settlement Class Members may have. Again, Plaintiffs and the Settlement Class Members are PWSs that claim to have been injured by a common course of conduct undertaken by the DuPont Entities that resulted in substantially similar injuries to Plaintiffs and the putative Settlement Class Members. And while certain individual issues may exist for some Settlement Class Members, the nature and scope of the common questions in this case satisfy Rule 23(b)(3)'s predominance requirement.

In addition to efficiency, there are other factors the Fourth Circuit recognizes that favor class treatment over individual cases. These factors include the absence of a strong interest for the class members to pursue individual litigation, particularly when considering the expense, burden, risk, and length of trial and appellate proceedings involved. *See Stillmock,* 385 Fed.Appx. at 275. Here, this factor clearly favors class treatment here because there is a "sufficient desirability to concentrate the litigation in the forum given its familiarity with the relevant issues as the transferee

Court." *Campbell*, 2021 U.S. Dist. LEXIS 16470, at *13. Another factor considered by the Fourth Circuit is whether class certification promotes consistency of results, which is not only applicable here but provides the DuPont Entities with the finality and repose it desires in pursuing a global resolution of its liability to PWSs. *Gunnells v. Healthplan Servs.,* 348 F.3d 417, 429 (4th Cir. Oct. 30, 2003)(in contrast to class action proceeding, individual actions make a defendant vulnerable to the asymmetry of collateral estoppel). Finally, manageability concerns are displaced by the potential settlement itself. *Amchem Prod., Inc. v. Windsor,* 521 U.S. 591, 620 (1997).

Thus, the proposed Settlement satisfies all the criteria necessary for class certification under Rules 23(a) and (b)(3). Having met these criteria, the proposed Settlement Class should be preliminarily certified, and Notice of the Settlement should be issued.

C. Upon Certifying the Settlement Class, the Court Should Appoint Class Counsel and Class Representatives.

1. Appointment of Class Counsel.

Proposed Class Counsel all have substantial experience in prosecuting and settling complex class actions, including those that involve environmental contamination of public water supplies. Exs. 3-5, and 7. In this vein, all have been appointed and served as Class Counsel in many class actions and mass torts. *Id.* This Court has previously recognized their capacity to manage and oversee complex litigation by appointing three of them as Co-Lead Counsel. Proposed Class Counsel have the resources to oversee the Settlement for the Class Members.

Accordingly, because Proposed Class Counsel are well prepared to fairly and adequately represent the Class Representatives and the interests of the Class, *see Commissioners*, 340 F.R.D. at 248-249; *Robinson*, 2019 U.S. Dist. LEXIS 26450, at *13-14, Plaintiffs respectfully request that the Court appoint Scott Summy, Michael A. London, Paul Napoli and Elizabeth A. Fegan as Class Counsel for the Settlement Class.

2. Appointment of Class Representatives.

As discussed above, the proposed Class Representatives' claims are typical of the claims of the Settlement Class Members, and the claims share commonality. The Class Representatives are adequate representatives of the Settlement Class Members because no conflicts of interest exist between the two. The Class Representatives are interested in demonstrating that PFAS either caused or threatened to cause damages to their PWSs and these are the same interests of the absent Settlement Class Members. The Class Representatives have demonstrated a commitment to prosecuting this matter on their own behalf and on behalf of the absent Settlement Class Members, and they remain committed to doing so.

As to the Settlement itself, the Class Representatives have carefully read, know and understand the full contents of the Settlement Agreement and they voluntarily entered into this Settlement Agreement after having consulted with Class Counsel. The Court should appoint these Class Representatives to represent the Settlement Class.

D. The Court Should Commence the Notice Process by Approving the Proposed Form of Notice and Notice Plan and Appointing the Notice Administrator.

As discussed above in Section IV(E)(2), the Notice Plan was designed to provide the best Notice that is practicable under the circumstances and to fully comport with due process requirements, and Fed. R. Civ. P. 23. The Notice provides for individual direct notice via mail and email to all reasonably identifiable Settlement Class Members, outreach to national and local water organizations, a comprehensive media plan, and the implementation of a dedicated website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement. This Notice Plan is substantially similar to the one that was confirmed as reasonable and adequate in *Commissioners*, 340 F.R.D. at 249, and satisfies all the criteria necessary to reach the class members and inform them of their legal rights.

Accordingly, the Court should approve the Notice Plan, direct Notice to begin, and set a date no less than sixty (60) calendar days after commencement of the dissemination of Notice as the deadline for the filing of Objections or Requests for Exclusion.

E. The Court Should Appoint the Claims Administrator and Special Master

Plaintiffs request that the Court approve the appointment of Dustin Mire, of Eisner Advisory Group as the Claims Administrator. *See* Ex. 9. Plaintiffs further request that the Court approve the appointment of Matthew Garretson of Wolf/Garretson LLC. *See* Ex. 10.

F. The Court Should Establish a Qualified Settlement Fund, Appoint the Escrow Agent, and Approve the Escrow Agreement.

Plaintiffs seek the entry of an Order establishing a QSF, appointing Robyn Griffin of the Huntington National Bank as the Escrow Agent, and approving the Escrow Agreement. *See* Ex. 2-H; Ex. 16. This Order will greatly aid in the efficient processing and administration of the Settlement Agreement.[37]

The QSF shall be a qualified settlement fund within the meaning of section 468B of the Internal Revenue Code of 1986, as amended and Treasury Regulation sections 1.468B-1 *et seq*. and shall be administered in accordance with the requirements of those Treasury regulations. The QSF will qualify as a "qualified settlement fund" under section 468B of the Code and sections 1.468B-1, *et seq*. of the Regulations, because: (1) the QSF is being established subject to approval of the Court; (2) the QSF will be subject to the continuing jurisdiction and supervision of the Court; (3) the QSF is being established to resolve or satisfy claims of alleged tort or violation of

[37] As discussed above, in accordance with the Settlement Agreement, the DuPont Entities will pay the Settlement Amount into the QSF after it is approved by the Court. The Settlement Funds, and the earnings thereon, will be held by the QSF until they are available for disbursement in accordance with the terms of the Settlement Agreement, the Allocation Procedures and the Escrow Agreement. The Settlement Funds, and the earnings thereon, shall remain subject to the jurisdiction of the MDL Court until termination of the QSF.

law arising out of PFAS contamination or the threat of PFAS contamination in certain Public Water Systems' Drinking Water; and (4) the QSF assets will be segregated from the general assets of the DuPont Entities and deposited therein.

Plaintiffs submit that it is in the best interest of all parties for the Court to approve the establishment of the QSF as a vehicle to hold the Settlement Funds to be used to resolve or satisfy any and all Claims upon the final allocation of the Settlement Funds. The establishment of the Fund as a "qualified settlement fund" under the Code and Regulations, subject to the Court's continuing jurisdiction, is vital to the satisfaction of these objectives of the parties' settlement. Section 1.468B-1(c)(1) of the Regulations expressly requires that a qualified settlement fund be "established pursuant to an order of, or is approved by, the United States, any state (including the District of Columbia) territory, possession, or political subdivision thereof, or any agency or instrumentality (including a court of law) . . . and is subject to the continuing jurisdiction of that governmental authority."

The Escrow Agent shall hold the QSF in one or more demand deposit accounts and shall invest the funds pursuant to the terms of the Escrow Agreement. No distributions shall be made from the QSF except as permitted by the terms of the Escrow Agreement between Class Counsel, the DuPont Entities, the Special Master, and the Escrow Agent and/or pursuant to the terms of the parties' Settlement Agreement and Allocation Procedures.

Class Counsel requests that no bond be required and further requests that the Court approve the appointment of Robyn Griffin of Huntington National Bank, a federally insured depository institution which has been selected by Class Counsel, to serve as Escrow Agent to the QSF within the meaning of section 1.468B-2(k)(3) of the Regulations, and the appointment of the Special Master, Matthew Garretson, to serve as the administrator of the QSF.

Upon final distribution of all Settlement Funds received into the QSF and allocated to Qualifying Settlement Class Members, the Escrow Agent and Special Master shall take appropriate steps to wind down the QSF and thereafter be discharged from any further responsibility with respect to the QSF. The Escrow Agent and Special Master may, but shall not be obligated to, seek a final order of discharge from this Court.

G. The Court Should Schedule a Final Fairness Hearing.

Plaintiffs respectfully request that the Court schedule a Final Fairness Hearing to consider the fairness, reasonableness, and adequacy of the Settlement Agreement under Federal Rule of Civil Procedure 23(e)(2), and to determine whether the Order Granting Final Approval should be entered.

Once the Court schedules the Final Fairness Hearing, the date shall be communicated to the Settlement Class Members in the Long Form Notice and Summary Notice so as to provide the Settlement Class Members with sufficient notice.

H. The Court Should Order a Stay of All Proceedings Brought by Releasing Persons in the MDL and in Other Litigation in Any Forum as to the DuPont Entities and an Injunction Against the Filing of Any New Such Proceedings.

"The District Court has broad discretion to stay proceedings as an incident to its power to control its own docket." *Clinton v. Jones*, 520 U.S. 681, 706–07 (1997), citing, *Landis v. North American Co.,*299 U.S. 248, 254 (1936).[38]

[38] *See also Taylor v. Grubbs*, 930 F.3d 611, 618 n. 6 (4th Cir. 2019) ("Of course, we do not doubt the district court's broad authority to manage its own docket."); *In re Aqueous Film-Forming Foams Prod. Liab. Litig*., MDL No. 2:18-mn-2873-RMG, Order denying New Mexico leave to move for a preliminary injunction (D.S.C. Sept. 3, 2020) (ECF No. 801) (noting one of the transferee court's "primary responsibilities" is to control motions practice so that it does not "derail a centralized proceeding").

It is also well established that, when a court preliminarily approves a class settlement, the All Writs Act permits the court to stay existing lawsuits and bar new litigation by class members pending final approval.[39] The Act authorizes federal courts to "issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law." 28 U.S.C. § 1651. The Act permits the Court "to issue such commands . . . as may be necessary or appropriate to effectuate and prevent the frustration of orders it has previously issued in its exercise of jurisdiction otherwise obtained." *United States v. N.Y. Tel. Co.*, 434 U.S. 159, 172 (1977). Exercise of this authority is especially appropriate when a federal court grants preliminary approval of a class action settlement that resolves a complex matter—in those circumstances, "the challenges facing the overseeing court are such that it is likely that almost any parallel litigation in other fora presents a genuine threat to the jurisdiction of the federal court." *In re Diet Drugs*, 282 F.3d 220, 236 (3d Cir. 2002).

Accordingly, in light of the Settlement with DuPont, Plaintiffs respectfully request that the Court order a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to the DuPont Entities and an injunction against the filing of any new such proceeding.

VI. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant the instant motion and enter the Preliminary Approval Order (Ex. 1), and grant any other relief deemed necessary or appropriate by the Court.

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[39] *See, e.g.*, *In re Am. Honda Motor Co., Inc.*, 315 F.3d 417, 437 (4th Cir. 2003); *In re Volkswagen "Clean Diesel" Mktg., Sales Practices, and Prods. Liability Litig.*, 229 F. Supp. 3d 1052, 1072-73 (N.D. Cal. 2017) (Breyer, J.); *In re NFL Players' Concussion Injury Litig.*, 301 F.R.D. 191, 203-04 (E.D. Pa. 2014) (Brody, J.); *In re Vioxx Prods. Liab. Litig.,* 869 F. Supp. 2d 719, 726 (E.D. La. 2012) (Fallon, J.).

Dated: July 10, 2023

Respectfully submitted,

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Proposed Class Counsel

EXHIBIT 1

EXHIBIT A: [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

Before the Court is the Motion of proposed Class Counsel for Preliminary Approval of Settlement Agreement (the "Preliminary Approval Motion"), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice to the Settlement Class; (4) approval of the Notice Plan; (5) appointment of Class Counsel; (6) appointment of Class Representatives; (7) appointment of the Notice Administrator; (8) appointment of the Claims Administrator; (9) appointment of the Special Master; (10) appointment of the Escrow Agent; (11) approval of the Escrow Agreement; (12) establishment of the Qualified Settlement Fund; (13) scheduling of a Final Fairness Hearing; and (14) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC,

DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.;

WHEREAS, the Court, for the purposes of this Order Granting Preliminary Approval, adopts all defined terms as set forth in the Settlement Agreement;

WHEREAS, this matter has come before the Court pursuant to the Preliminary Approval Motion;

WHEREAS, Settling Defendants do not oppose the Court's entry of this Order Granting Preliminary Approval;

WHEREAS, the Court finds that it has jurisdiction over the action and each of the Parties for purposes of settlement and asserts jurisdiction over the Class Representatives for purposes of considering and effectuating the Settlement Agreement;

[WHEREAS, the Court held a hearing on the Preliminary Approval Motion on _____**, 2023**; and]

WHEREAS, the Court has considered all of the presentations and submissions related to the Preliminary Approval Motion and, having presided over and managed the proceedings in the MDL as Transferee Judge since December 7, 2018, pursuant to the Transfer Order of the same date, is familiar with the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

IT IS HEREBY ORDERED AS FOLLOWS:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Court finds that the requirements of Rules 23(a)(1)-(4), 23(b), and 23(e) of the Federal Rules of Civil Procedure have been satisfied for purposes of preliminary approval of the Settlement Agreement, such that notice of the Settlement Agreement should be directed to Settlement Class Members and a Final Fairness Hearing should be set.

2. The Settlement Agreement, including all Exhibits attached thereto, is preliminarily approved by the Court.

II. FINDINGS REGARDING THE SETTLEMENT CLASS

3. The Settlement Class consists of, only for purposes of the Settlement Agreement:

(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

(b) All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (*i.e.*, "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

4. The following are excluded from the Settlement Class:

(a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system otherwise falling within clauses (a) or (b) of Paragraph 3 of this Order will be included within the Settlement Class if it so requests.

(b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, which systems

within clauses (a) and (b)(i) of Paragraph 3 of this Order are listed in Exhibit I to the Settlement Agreement.

(c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, which systems within clauses (a) and (b)(i) of Paragraph 3 of this Order are listed in Exhibit J to the Settlement Agreement.

(d) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

5. The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the proposed Settlement Agreement. The Settlement Class is likely to meet the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a)(1)-(4) of the Federal Rules of Civil Procedure and the predominance and superiority requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure.

6. The following Class Representatives are preliminarily appointed for purposes of the Settlement: City of Camden; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Township of Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; and City of Iuka.

7. Michael A. London and the law firm of Douglas & London; Scott Summy and the law firm of Baron & Budd; Paul J. Napoli and the law firm of Napoli Shkolnik; and Elizabeth

Fegan and the law firm of Fegan Scott LLC are preliminarily appointed as Class Counsel under Rule 23(g)(3) of the Federal Rules of Civil Procedure.

III. FINDINGS REGARDING THE SETTLEMENT AGREEMENT

8. Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, in order to approve the proposed Settlement Agreement, the Court must determine whether it is fair, reasonable, and adequate. Rule 23(e)(2) sets forth factors that the Court must consider in reaching that determination.

9. The Parties have provided the Court sufficient information, including in the Preliminary Approval Motion and related submissions and presentations, to enable the Court to determine whether to give notice of the proposed Settlement Agreement to the Settlement Class. The proposed Settlement Agreement is the product of intensive, arm's-length, non-collusive negotiations overseen by the Court-appointed mediator, Honorable Layn Phillips; has no obvious deficiencies; does not improperly grant preferential treatment to the Class Representatives; and is fair, reasonable, and adequate. Accordingly, the Court has taken the Rule 23(e)(2) factors and applicable precedent into account in finding that it will likely be able to approve the proposed Settlement Agreement as fair, reasonable, and adequate.

10. The Court finds that it will likely be able to approve, under Rule 23(e)(2) of the Federal Rules of Civil Procedure, the proposed Settlement Agreement.

IV. NOTICE TO SETTLEMENT CLASS MEMBERS

11. Under Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Court finds that the Notice set forth in Exhibit E to the Settlement Agreement, the Summary Notice set forth in Exhibit F to the Settlement Agreement, and the Notice Plan set forth in Exhibit G to the Settlement Agreement, (a) is the best practicable notice; (b) is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this action and the Settlement Agreement

and of their right to object to or exclude themselves from the proposed Settlement Class; (c) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (d) meets all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

12. The Court approves the Notice, the Summary Notice, and the Notice Plan, and hereby directs that the Notice and the Summary Notice be disseminated pursuant to the Notice Plan to Settlement Class Members under Rule 23(e)(1) of the Federal Rules of Civil Procedure.

13. The Notice Plan shall commence no later than fourteen (14) calendar days after entry of this Order Granting Preliminary Approval, on **_____, 2023**, so as to commence the period during which Settlement Class Members may opt out from the Settlement Class and Settlement or object to the Settlement.

V. PROCEDURE FOR REQUESTS FOR EXCLUSION AND OBJECTIONS

14. The procedure for Requests for Exclusion set forth in Paragraph 9.7 of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

15. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written Request for Exclusion to the Notice Administrator, and serve a copy of such written request on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. Such written request must be received by the Notice Administrator no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the opt out period. The last day of the opt out period is **_____, 2023**.

16. To be effective, the Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must: (a) provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion; (b) provide the filer's name, address, telephone and facsimile number and email address (if available); (c) provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and (d) be received by the Notice Administrator no later than the date specified in Paragraph 15 of this Order. No "mass," "class," "group" or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member. Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Paragraphs 19 through 21 of this Order, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

17. Pursuant to Section 10 of the Settlement Agreement, the Settling Defendants shall have the option, in their sole discretion, to terminate the Settlement Agreement following notice of Requests for Exclusion if any of the conditions set forth in Paragraph 10.1 of the Settlement Agreement are satisfied. Settling Defendants shall have until fourteen (14) Business Days after the deadline for submitting Requests for Exclusion set forth in Paragraph 15 of this Order to provide Class Counsel notice of their exercise of the Walk-Away Right. The Notice Administrator shall provide Settling Defendants access to all Requests for Exclusion as they are served on the Notice Administrator.

18. The procedure for objecting to the Settlement or to an award of fees or expenses to Class Counsel, as set forth in Paragraph 9.6 of the Settlement Agreement, is approved.

19. A Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and serve a copy of such Objection on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide (a) an affidavit or other proof of the Settlement Class Member's standing; (b) the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member; (c) the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member; (d) all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention; (e) an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and (f) the identity of all witnesses the Settlement Class Member may call to testify.

20. All Objections shall be filed and served no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the objection period. The last day of the objection period is **_____, 2023**. Any Objection not filed and served by such date shall be deemed waived.

21. A Settlement Class Member may object either on its own or through an attorney hired at that Settlement Class Member's own expense, provided the Settlement Class Member has

not submitted a written Request for Exclusion. An attorney asserting objections on behalf of a Settlement Class Member must, no later than the deadline for filing Objections specified in Paragraph 20 of this Order, file a notice of appearance with the Clerk of Court and serve a copy of such notice on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice.

22. Any Settlement Class Member who fully complies with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

23. The assertion of an Objection does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 9.7 of the Settlement Agreement and Paragraphs 15 to 16 this Order.

24. No later than fifteen (15) calendar days prior to the date set for the Fairness Hearing, *i.e.*, by **_____, 202__**, the Notice Administrator shall prepare and file with the Court, and serve on Class Counsel and Settling Defendants' Counsel, a list of all Persons who have timely filed and served Requests for Exclusion or Objections.

VI. FINAL FAIRNESS HEARING

25. A Final Fairness Hearing shall take place on the **_____ day of _____, 202_ at _____ o'clock in the a.m./p.m.**, at which the Court will consider submissions regarding the proposed Settlement Agreement, including any Objections, and whether: (a) to approve thereafter

the Settlement Agreement as fair, reasonable, and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure, (b) to certify the Settlement Class, and (c) to enter the Order Granting Final Approval; (d) enter judgment dismissing the Released Claims as set forth in the Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum as provided in Paragraph 9.8 of the Settlement Agreement. The Final Fairness Hearing shall be subject to adjournment by the Court without further notice, other than that which may be posted by the Court on the Court's website.

26. Class Counsel and Settling Defendants' Counsel shall file any response to any Objections, or any papers in support of Final Approval of the Settlement Agreement, no fewer than fourteen (14) calendar days prior to the date set for the Final Fairness Hearing, *i.e.*, by **_____, 202_** .

27. Class Counsel shall file a motion for attorneys' fees, costs, and Class Representative service awards at least twenty (20) Business Days prior to the deadline for submitting Objections set forth in Paragraph 20 of this Order.

VII. STAY ORDER AND INJUNCTION

28. All litigation in any forum brought by or on behalf of a Releasing Person and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed as to the Released Persons, except as to proceedings that may be necessary to implement the Settlement. All Releasing Persons are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Persons, and any such filings are stayed; provided, however, that this Paragraph shall not apply to any Person who files a timely and valid Request for Exclusion beginning as of the date such Request for Exclusion becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order

Granting Final Approval, and (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the Court's Rule 23(e) findings set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

VIII. OTHER PROVISIONS

29. Matthew Garretson of Wolf/Garretson LLC, P.O. Box 2806, Park City, UT 8406 is appointed to serve as the Special Master and is appointed as the "administrator" of the Qualified Settlement Fund escrow account within the meaning of Treasury Regulations § 1.468B-2(k)(3).

30. Dustin Mire of Eisner Advisory Group, 8550 United Plaza Boulevard, Suite #1001, Baton Rouge, LA is appointed to serve as the Claims Administrator.

31. Robyn Griffin, The Huntington National Bank, One Rockefeller Center, 10th Floor, New York, NY 10020 is appointed to serve as the Escrow Agent.

32. Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, is appointed to serve as the Notice Administrator.

33. The Court has reviewed the proposed Escrow Agreement and Section 7 of the Settlement Agreement and approves the Escrow Agreement and Section 7 of the Settlement Agreement and authorizes that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

34. The "holdback assessment" required by Case Management Order No. 3 (Entry No. 72), entered by the Court on April 26, 2019, shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel.

35. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date, and any unexpended Settlement Funds shall be returned to Settling Defendants as provided in Paragraphs 9.9, 9.10, or 10.4 of the Settlement Agreement, as applicable. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Litigation. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

36. The deadlines set forth in Paragraphs 13, 15, 20, and 24 of this Order may be extended, and the Final Fairness Hearing may be adjourned, by Order of the Court, for good cause shown, without further notice to the Settlement Class Members, except that notice of any such extensions or adjournments shall be posted on a website maintained by the Notice Administrator, as set forth in the Notice.

37. Class Counsel, Settling Defendants' Counsel, the Special Master, the Notice Administrator, and the Escrow Agent are authorized to take, without further Court approval, all actions under the Settlement Agreement that are permitted or required to be taken following entry of this Order Granting Preliminary Approval and prior to entry of the Order Granting Final Approval, including effectuation of the Notice Plan.

38. Class Counsel and Settling Defendants' Counsel are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement that are not materially inconsistent with this Order Granting Preliminary Approval or

the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

39. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

SO ORDERED this _____ day of _____, 2023.

_____
The Honorable Richard M. Gergel
United States District Judge

EXHIBIT 2

EXECUTION COPY

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (including its Exhibits) is entered into, subject to Preliminary and Final Approval of the Court, as of June 30, 2023 (the "Settlement Date"), by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a "Settling Defendant" and collectively, "Settling Defendants").

1. RECITALS

1.1. WHEREAS, Class Representatives are Public Water Systems that have filed or unfiled actions against Settling Defendants and other defendants, which filed actions are currently pending in the above-captioned multi-district litigation (as further defined below, the "MDL");[1]

1.2. WHEREAS, Class Representatives have alleged that they have suffered harm resulting from the presence of PFAS in Drinking Water and that Settling Defendants are liable for damages and other forms of relief to compensate for such harm;

1.3. WHEREAS, the Parties agree and Class Counsel have a reasonable basis to believe that the Settling Defendants collectively comprise a very small share of MDL defendants' total alleged PFAS-related liabilities, on the order of approximately 3-7%;

1.4. WHEREAS, in addition to the MDL, certain other litigation is pending against Settling Defendants asserting Released Claims (collectively with the MDL, as further defined below, the "Litigation");

1.5. WHEREAS, Settling Defendants deny the allegations in the Litigation and all other allegations relating to the Released Claims, and deny that they have any liability to Class Representatives, the Settlement Class, or any Settlement Class Member for any Claims of any kind, and would assert a number of legal and factual defenses against such Claims if

[1] Terms not otherwise defined herein are defined in Section 2 of this Settlement Agreement.

they were litigated to conclusion (including against certification of any purported class for litigation purposes);

1.6. WHEREAS, Class Counsel, Class Representatives, and Settling Defendants have engaged in extensive, arm's-length negotiations, including negotiations facilitated by a Court-appointed mediator, and have, subject to the Preliminary and Final Approval of the Court as provided for herein, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth below;

1.7. WHEREAS, Class Representatives and Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses thereto, and the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims, that it would be in the best interests of Settlement Class Members to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Settlement Class Members, and further, that Class Representatives and Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Settlement Class Members; and

1.8. WHEREAS, Settling Defendants, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all other Released Claims, either on their part or on the part of any of the Released Persons, have concluded that they will enter into this Settlement Agreement solely to avoid the expense, inconvenience, and distraction of further litigation.

1.9. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED by the Parties, subject to the Preliminary and Final Approval of the Court, as follows:

2. DEFINITIONS

As used in this Settlement Agreement and its Exhibits, the following capitalized terms have the defined meanings set forth below. Unless the context requires otherwise, (a) words expressed in the masculine include the feminine and gender neutral, and vice versa; (b) the word "will" has the same meaning as the word "shall"; (c) the word "or" is not exclusive; (d) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if"; (e) references to any law include all rules, regulations, and sub-regulatory guidance promulgated thereunder; (f) the terms "include," "includes," and "including" are deemed to be followed by "without limitation"; and (g) references to dollars or "$" are to United States dollars.

2.1. "AFFF" means aqueous film-forming foam.

2.2. "Allocated Amount" means the amount of the Settlement Funds payable to the Qualifying Settlement Class Member at issue.

2.3. "Allocation Procedures" means the process set forth in Exhibit C to this Settlement Agreement for determining the Allocated Amount payable to individual Qualifying Settlement Class Members from the Settlement Funds.

2.4. "Business Day" means any day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Federal Rule of Civil Procedure 6(a)(6).

2.5. "Claim-Over" has the meaning set forth in Paragraph 12.7.1 of this Settlement Agreement.

2.6. "Claims" means any past, present or future claims, counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, requests, assessments, charges, disputes, performances, warranties, omissions, grievances, or monetary impositions of any sort, in each case in any forum and on any theory, whether legal, equitable, regulatory, administrative or statutory, arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, filed or unfiled, asserted or unasserted, fixed, contingent, or non-contingent, known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen, foreseeable, unforeseen, or unforeseeable, matured or unmatured, accrued or unaccrued, ripened or unripened, perfected or unperfected, choate or inchoate, developed or undeveloped, liquidated or unliquidated, now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner, including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages whatsoever, any request for declaratory, injunctive, or equitable relief, strict liability, joint and several liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, and whether direct, representative, derivative, class or individual in nature.

2.7. "Claims Administrator" shall mean the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 8.3 of this Settlement Agreement responsible for allocating and distributing the Settlement Funds fairly and equitably amongst all Qualifying Settlement Class Members in accordance with the Allocation Procedures.

2.8. "Claims Form" means the document or online form, in the form attached as Exhibit D to this Settlement Agreement, that Settlement Class Members are required to file to receive a payment under this Settlement Agreement as specified in Paragraph 11.4 of this Settlement Agreement.

2.9. "Claims Period" means the period of time Settlement Class Members shall have to submit a Claims Form following the Effective Date.

2.10. "Class Counsel" means, pending Court appointment, Michael A. London and the law firm of Douglas & London, 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Ponce de Leon, San Juan, Puerto Rico 00907; Elizabeth A. Fegan and the law firm of Fegan Scott LLC, 150 S Wacker Dr., 24th Floor Chicago, Il 60606; and such other counsel as the Court may appoint to represent the Settlement Class.

2.11. "Class Representatives" means City of Camden Water Services; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; City of Iuka; and City of Amory, or such other or different Persons as may be appointed by the Court as the representatives of the Settlement Class.

2.12. "CMO No. 3" means Case Management Order No. 3 (Entry No. 72) entered by the Court in the MDL on April 26, 2019.

2.13. "Code" means the Internal Revenue Code of 1986, as amended.

2.14. "Community Water System" means a Public Water System that has at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents. A "Community Water System" shall include the owner and/or operator of that system.

2.15. "Court" means the United States District Court for the District of South Carolina.

2.16. "Drinking Water" means water that has entered or is provided by a Public Water System, including water collected, treated, or stored by a Public Water System for distribution to customers or users.

2.17. "Effective Date" means the date of Final Judgment.

2.18. "Entity" means any public entity, agency or office, including any county, municipality, local government, public utility, public corporation, or equivalent of any of the foregoing (or official of any of the foregoing acting in such capacity).

2.19. "Escrow Agent" means the Person identified in Paragraph 7.1.2 of this Settlement Agreement.

2.20. "Escrow Agreement" means the agreement by and among Class Counsel, the Settling Defendants, the Escrow Agent, and the Special Master attached as Exhibit H to this Settlement Agreement.

2.21. "Final Approval" means the Court's entry of the Order Granting Final Approval.

2.22. "Final Fairness Hearing" means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of the Settlement Agreement under Federal Rule of Civil Procedure 23(e)(2) and to determine whether the Order Granting Final Approval should be entered. The date of the Final Fairness Hearing shall be set by the Court and communicated to the Settlement Class Members in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).

2.23. "Final Judgment" means that the Order Granting Final Approval has become final and non-appealable and shall occur on (a) the day following the expiration of the deadline for appealing the entry by the Court of the Order Granting Final Approval (or for appealing any ruling on a timely motion for reconsideration of such Order Granting Final Approval, whichever is later), if no such appeal is filed; or (b) if an appeal of the Order Granting Final Approval is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Order Granting Final Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.

2.24. "Inactive Water System" means a Public Water System that is not currently active in that it does not actively produce Drinking Water on a regular basis and is not expected to resume operation within the year. Inactive Water Systems include systems that have gone out of business or been merged into other Drinking Water systems.

2.25. "IRS" means the U.S. Internal Revenue Service.

2.26. "Litigation" means collectively the MDL and all other pending litigation brought by or on behalf of a Releasing Person against a Released Person involving Released Claims.

2.27. "MDL" means collectively all cases filed in or transferred to *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C.)

2.28. "Non-Released Person" means any Person other than the Released Persons.

2.29. "Non-Transient Non-Community Water System" means a Public Water System that is not a Community Water System and that regularly serves at least 25 of the same people over 6 months per year. A "Non-Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.30. "Notice" means the Court-approved form of the notice, substantially similar to the form attached as Exhibit E to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.

2.31. "Notice Administrator" means the Person or Persons selected according to Paragraph 8.1 of this Settlement Agreement responsible for developing and administering the Notice Plan for this Settlement.

2.32. "Notice Plan" means the plan for distribution of Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit G to this Settlement Agreement and subject to Court approval as set forth in Paragraph 9.2.1 of this Settlement Agreement.

2.33. "Objection" has the meaning set forth in Paragraph 9.6 of this Settlement Agreement.

2.34. "Order Granting Final Approval" means an order, in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court finally certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement in all respects under Federal Rule of Civil Procedure 23(e), entering judgment dismissing the Litigation as to the Released Persons, and including such other provisions as set forth in Exhibit B and described in Paragraph 9.8 of this Settlement Agreement.

2.35. "Order Granting Preliminary Approval" means an order, in the form attached as Exhibit A to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court preliminarily certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement, and including such other provisions as set forth in Exhibit A and described in Paragraph 9.2.1 of this Settlement Agreement.

2.36. "Parties" means Settling Defendants, Class Representatives, and Class Counsel. To the extent that Settling Defendants or Class Representatives discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

2.37. "Person" means any type of person or entity, whether natural, legal, private or public.

2.38. "PFAS" includes, for purposes of this Settlement Agreement only, any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom, and which is included in the United States Environmental Protection Agency's list of "Per- and Polyfluoroalkyl Substances" to be monitored in its fifth Unregulated Contaminant Rule, codified at 40 C.F.R. § 141.40(a)(3) or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this Agreement, "PFAS" also includes, in addition to all substances described in the preceding sentence (along with each substance's conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid ("PFOA"), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and

metabolites of all such substances, as well as any substance asserted to be PFAS in Litigation. It is the intention of this agreement that the definition of PFAS be as broad, expansive, and inclusive as possible.

2.39. "Preliminary Approval" means the Court's entry of the Order Granting Preliminary Approval.

2.40. "Public Water System" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. Such term includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. A "Public Water System" shall include the owner and/or operator of that system and, for purposes of Paragraph 5.1.1 only, shall also include any Entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in clauses (a) or (b) of such Paragraph or has authority to bring a Claim on behalf of such a Public Water System. For purposes of this Settlement Agreement, "Public Water System" includes Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems (including, in each case, Inactive Water Systems).

2.41. "Qualified Settlement Fund" means the qualified settlement fund described in Paragraph 7.1, which shall be established within the meaning of Treasury Regulations § 1.468B-1 for purposes of receiving the net funds for distribution to Settlement Class Members who have been found eligible to participate in the Settlement as agreed upon by the Parties and set forth in this Settlement Agreement.

2.42. "Qualifying Settlement Class Members" means Settlement Class Members who submit a Claims Form that satisfies the requirements of Paragraph 11.4 and who have been determined by the Claims Administrator, under the oversight of the Special Master, to be eligible under the Allocation Procedures to receive an Allocated Amount.

2.43. "Released Claims" has the meaning set forth in Paragraph 12.1 of this Settlement Agreement.

2.44. "Released Persons" means Settling Defendants and (a) all past or present, direct or indirect, predecessors, successors (including successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures of each Settling Defendant; and (b) all past or present officers, directors, shareholders, employees, partners, trustees, representatives, agents, servants, insurers, attorneys, subrogees, predecessors, successors, or assignees of any of the above.

2.45. "Releasing Persons" means (a) Settlement Class Members; (b) each of their past, present, or future, direct or indirect, predecessors, successors (including successors by merger or

acquisition), departments, agencies, divisions, districts, parents, subsidiaries, affiliates, boards, owners, or operators; (c) any past, present, or future officer, director, employee, trustee, board member, shareholder, representative, agent, servant, insurer, attorney, subrogee, predecessor, successor, or assignee of any of the above, individually or in their official, corporate, or personal capacity; (d) anyone in privity with or acting on behalf of any of the foregoing, including in a representative or derivative capacity; (e) any Person, other than a State or the federal government, that is legally responsible for funding (by statute, regulation, other law, or contract) a Settlement Class Member or has authority to bring a Claim on behalf of a Settlement Class Member, or to seek recovery for harm to a Public Water System within the Settlement Class or the ability of such system to provide safe or compliant Drinking Water; and (f) any Person, other than a State or the federal government, seeking recovery on behalf of a Settlement Class Member or seeking recovery for harm to a Public Water System within the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water.

2.46. "Request for Exclusion" has the meaning set forth in Paragraph 9.7 of this Settlement Agreement.

2.47. "Restitution Amount" has the meaning set forth in Paragraph 11.5.1 of this Settlement Agreement.

2.48. "Settlement" means the settlement of the Released Claims provided for by this Settlement Agreement.

2.49. "Settlement Agreement" means this document, which describes the Settlement between and among the Parties and the Settlement Class, and all Exhibits attached hereto.

2.50. "Settlement Amount" means one billion one hundred eighty-five million dollars ($1,185,000,000).

2.51. "Settlement Class" has the meaning set forth in Paragraph 5.1 of this Settlement Agreement.

2.52. "Settlement Class Member" means any Public Water System or Entity that is a member of the Settlement Class; provided, however, that the term Settlement Class Member does not include any Public Water System or Entity that would otherwise be a Settlement Class Member but files and serves a timely and valid Request for Exclusion pursuant to Paragraph 9.7 of this Settlement Agreement.

2.53. "Settlement Date" has the meaning set forth in the preamble to this Settlement Agreement.

2.54. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund.

2.55. "Settling Defendants" has the meaning set forth in the preamble to this Settlement Agreement.

2.56. "Settling Defendants' Counsel" means Wachtell, Lipton, Rosen & Katz, Kirkland & Ellis LLP, and Cravath, Swaine & Moore LLP, or any other law firm so designated in writing by Settling Defendants.

2.57. "Special Master" means the Person selected and Court-appointed pursuant to Paragraph 8.7 of this Settlement Agreement who is responsible for overseeing the Claims Administrator in reviewing, analyzing, and approving Claims Forms, as well as for allocating and distributing the Settlement Funds to Qualifying Settlement Class Members pursuant to the Allocation Procedures.

2.58. "State" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, including each such Entity's Attorney General's office.

2.59. "Summary Notice" means the summary notice, in the form attached as Exhibit F to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.

2.60. "Taxes" has the meaning set forth in Paragraph 7.2.2 of this Settlement Agreement.

2.61. "Tax Expenses" has the meaning set forth in Paragraph 7.2.2 of this Settlement Agreement.

2.62. "Termination Refund" has the meaning set forth in Paragraph 9.9.2 of this Settlement Agreement.

2.63. "Test Site" means groundwater well, surface water intake, and any other intake point from which the Public Water System draws or collects Drinking Water. For the avoidance of doubt, for each such Test Site, the water to be tested is raw water, *i.e.*, a water sample drawn from a location within the Test Site that is ahead of any treatment.

2.64. "Testing Methodology" has the meaning set forth in Paragraph 12.6.1 of this Settlement Agreement.

2.65. "Threshold A" through "Threshold K" shall each refer to a threshold to be set forth in a separate letter agreement between Class Representatives and Settling Defendants to be filed under seal with the Court.

2.66. "Transient Non-Community Water System" means any Public Water System that is not a Community Water System and that does not regularly serve at least 25 of the same nonresident persons per day for more than six months per year. A "Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.67. "UCMR 5" means the U.S. EPA's fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.

2.68. "UCMR 5 Deadline" means (i) December 31, 2025, or (ii) such later date to which the deadline for completion of sample collection under UCMR 5 may be extended by the U.S. EPA.

2.69. "U.S. EPA" means the United States Environmental Protection Agency.

2.70. "Walk-Away Right" has the meaning set forth in Paragraph 10.1 of this Settlement Agreement.

2.71. "Water Source" means any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water.

3. SETTLEMENT AGREEMENT OVERVIEW

3.1. This Section 3 provides an overview of the Settlement Agreement for convenience only and is subject in all respects to the terms and conditions set forth in the other sections of this Settlement Agreement.

3.2. **Settlement Consideration**. Settling Defendants' obligation under this Settlement Agreement, subject to the Walk-Away Right and other terms and conditions as set forth herein, is to pay or cause to be paid a Settlement Amount of one billion one hundred eight-five million dollars ($1,185,000,000). In exchange, Settling Defendants shall receive from Settlement Class Members a release, covenant not to sue, and dismissal as provided in this Settlement Agreement.

3.3. **Operation of the Settlement**. Class Representatives will seek approval from the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), for settlement purposes only. Following the Effective Date, Settlement Class Members who wish to receive an Allocated Amount of the Settlement Funds may complete and submit a Claims Form, which is attached as Exhibit D. The Claims Administrator shall be responsible for the processing of Claims Forms, including evaluation of the Claims Forms and supporting documentation as well as application of the Allocation Procedures, with oversight by the Special Master. The Claims Form must be submitted to the Claims Administrator on or prior to the conclusion of the Claims Period and must adhere to and follow all other requirements set forth herein and/or by the Special Master, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Funds to Qualifying Settlement Class Members in accordance with the Allocation Procedures in Exhibit C, which are subject to Court approval, and under the oversight of the Special Master. Settlement Class Members will be bound by the release, covenant not to sue, and dismissal as provided in this Settlement Agreement whether or not they submit a Claims Form or qualify for or receive an Allocated Amount of the Settlement Funds.

4. REPRESENTATIONS AND WARRANTIES

4.1. **Class Representatives' Representations and Warranties**. Class Representatives represent and warrant to Settling Defendants as follows:

4.1.1. Each of the Class Representatives is a Settlement Class Member.

4.1.2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.1.3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Settlement Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other Person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.

4.1.4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by any of the Settling Defendants, their agents, or their representatives, except those expressly stated in this Settlement Agreement.

4.1.5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4.1.6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having consulted with Class Counsel or other attorneys.

4.1.7. Each of the Class Representatives has all necessary competence and authority to enter into this Settlement Agreement on its own behalf and on behalf of the Settlement Class, has authorized the execution and performance of this Settlement Agreement, has authorized Class Counsel to sign this Settlement Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

4.1.8. None of the Class Representatives will file a Request for Exclusion, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.

4.2. **Class Counsel's Representations and Warranties**. Class Counsel represents and warrants to Settling Defendants as follows:

4.2.1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Settlement Class Member and that participation in the Settlement would be in the best interests of each Settlement Class Member.

4.2.2. Because Class Counsel believes that the Settlement is in the best interests of each Settlement Class Member, Class Counsel will not solicit, or assist others in

soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.

4.2.3. Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Settlement Class Members, including under CMO No. 3.

4.2.4. Each of the Class Representatives has approved and agreed to be bound by this Settlement Agreement.

4.2.5. The representations of each Class Representative in Paragraph 4.1 of this Settlement Agreement are true and correct to the best of Class Counsel's knowledge.

4.3. **Settling Defendants' Representations and Warranties**. Settling Defendants represent and warrant to Class Representatives as follows:

4.3.1. Each of the Settling Defendants has received legal advice from its attorneys regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.3.2. None of the Settling Defendants is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Settlement Class Members, or Class Counsel, except those expressly stated in this Settlement Agreement.

4.3.3. Each of the Settling Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4.3.4. Each of the Settling Defendants has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having consulted with its attorneys.

4.3.5. Each of the Settling Defendants has all necessary authority to enter into this Settlement Agreement, has authorized the execution and performance of this Settlement Agreement, and has authorized the person signing this Settlement Agreement on its behalf to do so.

5. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

5.1. **Settlement Class Definition**. For the sole purpose of effectuating this Settlement, Class Representatives and Settling Defendants agree jointly to request that the Court certify the Settlement Class defined below under Federal Rule of Civil Procedure 23(b)(3):

5.1.1. The Settlement Class shall consist of each of the following:

(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

(b) All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (*i.e.*, "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

5.1.2. The following are excluded from the Settlement Class:

(a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system listed in this Paragraph 5.1.2(a) otherwise falling within clauses (a) or (b) of Paragraph 5.1.1 will be included within the Settlement Class if it so requests.

(b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit I to this Settlement Agreement.

(c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit J to this Settlement Agreement.

(d) In the event that a Public Water System not listed on Exhibit I or Exhibit J, including a Public Water System within Paragraph 5.1.1(b)(ii), claims that it is owned and operated by a State government or the federal government and cannot sue or be sued in its own name, the Parties will consider that claim as provided in Paragraph 5.1.3.

(e) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

5.1.3. In the event that the Parties agree that a Public Water System, including any within Paragraph 5.1.1(b)(ii), that is owned and operated by a State government or the federal government and cannot sue or be sued in its own name was omitted from Exhibit I or Exhibit J, the Parties may, at any time before Final Approval, amend such Exhibit to add such Public Water System. The Parties agree that they will act reasonably in considering any claim of such omission.

6. CONSIDERATION

6.1. **Settlement Amount**. Within ten (10) Business Days after Preliminary Approval, Settling Defendants shall pay or cause to be paid the Settlement Amount in full, in accordance with the payment terms set forth in Paragraph 6.2.

6.2. **Payment Terms**.

6.2.1. Settling Defendants shall wire transfer the Settlement Amount to the Qualified Settlement Fund. If the Qualified Settlement Fund has not been established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement) by the deadline for payment of the Settlement Amount, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after the Qualified Settlement Fund is established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement). In no event shall any Settling Defendant have any liability whatsoever with respect to the Settlement Amount once it is paid to the Qualified Settlement Fund in accordance with this Settlement Agreement. The Escrow Agent shall provide Settling Defendants wire transfer instructions and any other documentation reasonably necessary to facilitate payment of the Settlement Amount to the Qualified Settlement Fund, which shall be delivered at least seven (7) Business Days before the deadline for payment specified herein. If such wire transfer instructions and documentation have not been provided to Settling Defendants by the date seven (7) Business Days before the deadline for payment specified herein, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after receiving the wire transfer instructions and documentation.

6.2.2. Until the Effective Date, the Settlement Funds shall be used solely to fund the provision of Notice pursuant to the Notice Plan and the reasonable fees, costs, and expenses of the Notice Administrator incurred in connection therewith, the payment of Taxes imposed on the Qualified Settlement Fund, as well as the reasonable costs, fees, and expenses of the Escrow Agent and the Special Master. The Escrow Agent shall disburse funds for Notice costs upon request by the Parties. The Special Master shall keep a record of all such expenditures, shall report them periodically to Class Counsel and the Settling Defendants until the Effective Date, and shall certify to the Parties in each such report that the Settlement Funds were used only for purposes specified in the preceding sentence. From and after the Effective Date, the Settlement Funds shall be allocated and used only as specified in Paragraphs 6.2.3, 11.1, 11.2 and 11.5. All unused Settlement Funds, including all interest earned thereon, shall be refunded to Settling Defendants should a Termination Refund become payable under Paragraph 9.9.2, 9.10.2, or 10.4 of this Settlement Agreement.

6.2.3. The "holdback assessment" required by CMO No. 3 shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel. Such Order requires a holdback

assessment of 6% of the amount of any settlement to be allotted for common benefit attorneys' fees and 3% of the amount of any settlement to be allotted for reimbursement of permissible common benefit costs and expenses. If accounts designated to receive such funds have not been established by the Effective Date, the Escrow Agent shall pay the applicable amount into such accounts by no later than ten (10) Business Days after the Court establishes such accounts.

6.3. **No Additional Payment Obligations**. Paragraph 6.1 sets forth in full Settling Defendants' payment obligations under this Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under this Settlement Agreement above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under this Settlement Agreement (including any holdback assessment(s)) shall be paid out of, and shall not be in addition to, the Settlement Amount.

7. QUALIFIED SETTLEMENT FUND

7.1. **Establishment of Qualified Settlement Fund**.

7.1.1. The motion seeking an Order Granting Preliminary Approval described in Paragraph 9.2.1 shall seek (1) the approval of the Escrow Agreement, (2) the authorization that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1, and (3) the appointment of the Special Master as the "administrator" of the Qualified Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3).

7.1.2. Class Counsel and Counsel for Settling Defendants will jointly recommend the following Person to serve as Escrow Agent for the Qualified Settlement Fund, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Robyn Griffin, The Huntington National Bank, One Rockefeller Center, 10th Floor, New York, NY 10020.

7.1.3. Any successor to the initial Escrow Agent shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

7.1.4. Upon Court approval of the proposed Escrow Agreement, appointment of the Escrow Agent, and authorization that the Qualified Settlement Fund established pursuant to the Escrow Agreement be established as a qualified settlement fund under § 1.468B-1 of the Treasury Regulations promulgated under IRC Section 468B, Class Counsel, Settling Defendants, the Escrow Agent, and the Special Master will execute the Escrow Agreement approved by the Court, thereby creating the Qualified Settlement Fund.

7.2. **Tax Treatment of Settlement Fund**.

7.2.1. The Qualified Settlement Fund will be structured and operated in a manner such that it qualifies as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1 from the earliest date possible, and the Special Master, Settling Defendants, and all other relevant parties shall file any "relation-back election" (within the meaning of Treasury Regulations § 1.468B-1(j)(2)) required to treat the Qualified Settlement Fund as a qualified settlement fund from the earliest date possible. The "taxable year" of the Qualified Settlement Fund shall be the "calendar year" as such terms are defined in Section 441 of the Code. The Qualified Settlement Fund shall use the accrual method of accounting as defined in Section 446(c) of the Code.

7.2.2. The Special Master shall be authorized to take any action that it determines necessary to maintain the status of the Qualified Settlement Fund as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1. The Special Master shall (a) obtain a taxpayer identification number for the Qualified Settlement Fund, (b) prepare and file, or cause to be prepared and filed, all U.S. federal, state, local, and foreign Tax returns (as applicable) required to be filed for the Qualified Settlement Fund, consistent with Treasury Regulations § 1.468B-2(k) and corresponding or similar provisions of state, local, or foreign law, and in accordance with the Settlement Agreement and the Escrow Agreement, (c) prepare and file, or cause to be prepared and filed, any other statement, return, or disclosure relating to the Qualified Settlement Fund that is required by any governmental authority, including but not limited to information reporting as described in Treasury Regulations § 1.468B-2(l) (or any corresponding or similar provision of state, local, or foreign law), (d) obtain from Settling Defendants a statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund, and (e) be responsible for responding to any questions from, or audits regarding Taxes by, the IRS or any state or local Tax authority. The Special Master also will be responsible for ensuring the Qualified Settlement Fund complies with all withholding requirements (including by instructing the Escrow Agent to withhold any required amounts) with respect to payments made by the Qualified Settlement Fund, as well as paying any associated interest and penalties. Any amounts deducted or withheld by the Escrow Agent (or any other withholding agent) with respect to payments made by the Qualified Settlement Fund shall be treated for all purposes as though such amounts had been distributed to the Person in respect of which such deduction or withholding was made. The Special Master shall direct the Escrow Agent to timely pay from the Qualified Settlement Fund any taxes (including but not limited to withholding taxes with respect to distributions from the Qualified Settlement Fund), interest, and penalties required to be paid to the IRS or any other governmental authority by the Qualified Settlement Fund (collectively, "Taxes") and any reasonable out-of-pocket expenses incurred to (i) cause any Tax returns and information reports to be prepared and filed, (ii) respond to any questions from, or represent the

Qualified Settlement Fund in any audit or similar proceeding regarding Taxes by, the IRS or any state or local governmental authority or (iii) otherwise satisfy any Tax compliance obligation of the Qualified Settlement Fund (such Taxes and other expenses, collectively, the "Tax Expenses"). In addition, the Special Master shall timely file with the IRS the information returns and shall timely provide to Settling Defendants the written statements, in each case, collected from Qualifying Settlement Class Members pursuant to Paragraph 11.6.2. Settling Defendants shall provide the Special Master with the statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund.

7.2.3. All Taxes arising with respect to the income earned by the Qualified Settlement Fund, including any Taxes or Tax detriments that may be imposed upon Settling Defendants, their insurers, or Settling Defendants' Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income Tax purposes and all Tax Expenses shall be paid out of the Qualified Settlement Fund. In all events, none of Settling Defendants, Class Representatives, Settling Defendants' insurers, Settling Defendants' Counsel, or Class Counsel shall have any liability or responsibility for Taxes or Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Qualified Settlement Fund and shall be timely paid by the Special Master out of the Qualified Settlement Fund without prior order from the Court, and none of Settling Defendants, Class Representatives, their insurers, Settling Defendants' Counsel, or Class Counsel shall be responsible or have any liability therefor.

7.2.4. Settling Defendants make no representations to Settlement Class Members or any other Person concerning any Tax consequences, Tax loss, or Tax treatment of any allocation or distribution of funds to Settlement Class Members or any other Person pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures. Settlement Class Members shall have no liability to Settling Defendants with respect to any Tax consequences, Tax loss, or Tax treatment of any amounts paid or received in accordance with the terms of this Settlement Agreement irrespective of how amounts are spent by Settlement Class Members.

8. ADMINISTRATION

8.1. **Selection of Notice Administrator**. Class Counsel shall nominate, subject to the consent of Settling Defendants, the following Person to serve as Notice Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

8.2. **Requirements for Notice Administrator**:

8.2.1. The Notice Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.

8.2.2. The Notice Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Notice Administrator deems to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Paragraph 9.2.1 of this Settlement Agreement. Subject to the Court's approval, the Notice Administrator may retain any Person that the Notice Administrator deems to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

8.2.3. Any successor to the initial Notice Administrator shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

8.2.4. The Notice Administrator shall have no authority to alter in any way the Parties' or Settlement Class Members' rights and obligations under the Settlement Agreement.

8.2.5. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Notice Administrator and are not subject to the authority of the Notice Administrator.

8.2.6. All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount described in Paragraph 6.1.

8.3. **Selection of Claims Administrator**. Class Counsel shall propose the following Person, subject to the consent of Settling Defendants, to serve as Claims Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval.

Dustin Mire, Eisner Advisory Group,[2] 8550 United Plaza Boulevard, Suite #1001, Baton Rouge, LA 70809

8.4. The Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation as well as determining any Qualifying Settlement Class

[2] Eisner Advisory Group includes Eisner Advisory Group LLC and its subsidiary entities that provide professional services, including EAC Gulf Coast, LLC.

Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to the Allocation Procedures set forth in Exhibit C.

8.5. The Claims Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.

8.6. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

8.7. **Selection of Special Master**. Class Counsel shall nominate the following Person, subject to the consent of Settling Defendants, to serve as Special Master who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Matthew Garretson, Wolf/Garretson LLC, P.O. Box 2806, Park City, UT 84060

8.8. The Special Master's role generally shall include overseeing the Settlement, including overseeing the work of the Claims Administrator and Notice Administrator, and in providing quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated Amounts. The Special Master's decisions with respect to Allocated Amounts shall be final, binding and non-appealable on all Parties.

8.9. The Special Master may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.

8.10. The Special Master shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Special Master deems to be reasonably necessary for the efficient and timely administration of the Settlement. Subject to the Court's approval, the Special Master may retain any Person that the Special Master deems to be reasonably necessary to provide assistance in administering the Settlement.

8.11. Any successor to the initial Special Master shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor(s) to date.

8.12. The Special Master shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement absent express and written agreement by the Parties, other than overseeing the Claims Administrator's process of reviewing, analyzing, and approving Claims Forms and determining any Settlement Class Member's Allocated Amount pursuant to the Allocation Procedures set forth in Exhibit C.

8.13. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Special Master and are not subject to the authority of the Special Master.

8.14. All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

8.15. **Qualified Settlement Fund Administration**. All fees, costs, and expenses incurred in the administration of the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent or the Special Master, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

9. APPROVAL AND NOTICE

9.1. **Approval and Effectiveness**.

9.1.1. It is a condition to the Settlement that (a) within a reasonable time period after the Settlement Date, the Court approve and enter the Order Granting Preliminary Approval, in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Preliminary Approval remain in full force and effect until entry of the Order Granting Final Approval.

9.1.2. It is a condition to the Settlement that (a) within a reasonable time period after the Order Granting Preliminary Approval, the Court approve and enter the Order Granting Final Approval, in the form of Exhibit B, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Final Approval remain in full force and effect until it reaches Final Judgment.

9.1.3. It is a condition to the Settlement that the Order Granting Final Approval not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that Final Judgment be reached.

9.1.4. The Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Settlement Agreement provides shall occur prior to the Effective Date. Each of the Order Granting Preliminary Approval and the Order Granting Final Approval shall be enforceable upon entry in accordance with their terms.

9.2. **Preliminary Approval**.

9.2.1. Within ten (10) calendar days after the Settlement Date, Class Counsel shall submit to the Court a motion, which shall be consistent with this Settlement Agreement and which Settling Defendants shall have a reasonable right to review but agree not to oppose, seeking entry of the Order Granting Preliminary Approval in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion. The

motion shall seek (a) preliminary certification, for settlement purposes only, of the Settlement Class; (b) Preliminary Approval of the Settlement; (c) approval of the form of Notice (attached as Exhibit E); (d) approval of the Notice Plan (attached as Exhibit G); (e) appointment of Class Counsel; (f) appointment of Class Representatives; (g) appointment of the Notice Administrator; (h) appointment of the Claims Administrator; (i) appointment of the Special Master; (j) appointment of the Escrow Agent; (k) approval of the Escrow Agreement; (l) establishment of the Qualified Settlement Fund; (m) scheduling of the Final Fairness Hearing, and (n) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

9.2.2. The Parties agree to take all actions reasonably necessary to obtain Preliminary Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Preliminary Approval attached as Exhibit A, the Notice attached as Exhibit E, or any other attached Exhibits.

9.3. **Stay of Proceedings**. Class Representatives agree to stay all proceedings in the MDL as to Settling Defendants, and any other Litigation brought by a Class Representative in any other forum, from the Settlement Date until the earlier of (a) the Effective Date, or (b) termination of this Settlement Agreement in accordance with its terms. The foregoing stay shall be in addition to the stay provided for in the Order Granting Preliminary Approval attached as Exhibit A.

9.4. **Notice**. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval; provided, however, that the Notice process shall commence no later than fourteen (14) calendar days following Preliminary Approval. Notice shall be provided by the Notice Administrator to Settlement Class Members by first-class U.S. mail where available, and Summary Notice shall be provided by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23. The Notice and Summary Notice are attached as Exhibits E and F to this Settlement Agreement, and any modifications to them must be acceptable to all Class Representatives and Settling Defendants in their individual discretion.

9.5. **CAFA Notice**. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Defendants shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Settlement Agreement with the Court.

9.6. **Objections to Settlement**. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

9.6.1. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide:

9.6.1.1. an affidavit or other proof of the Settlement Class Member's standing;

9.6.1.2. the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member;

9.6.1.3. the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member;

9.6.1.4. all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention;

9.6.1.5. an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and

9.6.1.6. the identity of all witnesses the Settlement Class Member may call to testify.

9.6.2. All objections must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Objections shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.

9.6.3. Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve such notice on all Parties in accordance with Federal Rule of Civil Procedure 5 within the same time period.

9.6.4. Any Settlement Class Member who fully complies with the provisions of this Paragraph 9.6 may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of this Paragraph 9.6 shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

9.6.5. The assertion of an objection under this Paragraph does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by complying with the provisions of Paragraph 9.7.

9.7. **Requests for Exclusion**. Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

9.7.1. The Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must:

9.7.1.1. provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion;

9.7.1.2. provide the filer's name, address, telephone and facsimile number and email address (if available);

9.7.1.3. provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and

9.7.1.4. be received by the Notice Administrator no later than the date designated for such purpose in the Notice.

9.7.2. All Requests for Exclusion must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Requests for Exclusion shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Requests for Exclusion submitted by any Settlement Class Member to incorrect locations shall not be valid.

9.7.3. Any Person that submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.

9.7.4. Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Paragraph 9.6, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

9.7.5. No "mass," "class," "group" or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member.

9.8. **Final Approval**.

9.8.1. At the Final Fairness Hearing, the Parties will request that the Court: (a) enter the Order Granting Final Approval in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion; (b) conclusively certify the Settlement Class; (c) approve the Settlement Agreement as final, fair, reasonable, adequate, and binding on all Settlement Class Members; (d) enter judgment dismissing the Released Claims as set forth in this Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum.

9.8.2. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of a portion of the Settlement Funds. That application shall be filed not less than 20 Business Days before Objections are due pursuant to Paragraph 9.6.

9.8.3. The Parties agree to take all actions reasonably necessary to obtain Final Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Final Approval attached as Exhibit B.

9.9. **Effect of Failure of Approval**. If the Court declines or fails to enter an Order Granting Preliminary Approval or an Order Granting Final Approval in accordance with and in the reasonable time specified in Paragraphs 9.1.1 and 9.1.2, the Parties shall proceed as follows:

9.9.1. If the Court declines to or does not enter the Order Granting Preliminary Approval or the Order Granting Final Approval in accordance with Paragraphs 9.1.1 and 9.1.2, the Litigation against the Released Persons will resume unless within thirty (30) calendar days of such event the Parties mutually agree in writing to either (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

9.9.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.9.1, or the Parties seek reconsideration and/or appellate review of any decision denying entry of the Order Granting Preliminary Approval or Order Granting Final Approval and such reconsideration and/or appellate review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Settling Defendants any unused portion of the Settlement Funds, including interest accrued thereon, as of the date on which notice is received (the "Termination Refund"), and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.

9.9.3. If, for any reason, the Settlement is not approved by the Court, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement is not approved by the Court, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their Claims.

9.10. **Effect of Failure of Order Granting Final Approval to Reach Final Judgment**. If the Order Granting Final Approval does not reach Final Judgment, the Parties shall proceed as follows:

9.10.1. If the Order Granting Final Approval does not reach Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Litigation against the Released Persons will resume within thirty (30) calendar days unless the Parties mutually agree in writing to either (a) seek further reconsideration or appellate review of such decision (including in the U.S. Supreme Court by petition for writ of certiorari); and/or (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement.

9.10.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.10.1, or the Parties seek further reconsideration and/or appellate or other review of the decision reversing, vacating, or materially modifying the Order Granting Final Approval and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption repay to Settling Defendants the Termination Refund, and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.

9.10.3. If, for any reason, the Order Granting Final Approval does not reach Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement or the Order Granting Final Approval, and the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

10. SETTLING DEFENDANTS' WALK-AWAY RIGHT

10.1. **Walk-Away Right**. The Settling Defendants shall have the option, in their sole discretion, to terminate this Settlement Agreement (the "Walk-Away Right") if any one of the following conditions is satisfied:

10.1.1. **Very Large Community Systems**. With respect to Community Water Systems that serve more than 500,000 people, timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold A of such Community Water Systems that are either (x) identified in the U.S. EPA Safe Drinking Water Information System ("SDWIS") as having a surface water source, or (y) identified in SDWIS as having only groundwater source and do not meet the criteria set forth in Paragraph 10.1.1(b); or

(b) More than Threshold B of such Community Water Systems (x) that are identified in SDWIS as having only groundwater source, and (y) have tested all of their Test Sites for PFAS under the Testing Methodology (as defined in Paragraph 12.6) before the deadline for submission of Requests for Exclusion and detected PFAS in four or fewer Test Sites.

10.1.2. **Community Water Systems with Current Detections.** With respect to Community Water Systems described in Paragraph 5.1.1(a) of this Settlement Agreement (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold C of such Community Water Systems that serve 100,001 to 500,000 people; or

(b) More than Threshold D of such Community Water Systems that serve 10,001 to 100,000 people; or

(c) More than Threshold E of such Community Water Systems that serve 3,300 to 10,000 people; or

(d) More than Threshold F of such Community Water Systems that serve less than 3,300 people; or

(e) More than Threshold G of the subset of such Community Water Systems that are a plaintiff as of the Settlement Date in any Litigation against any of the Settling Defendants.

10.1.3. **Other Community Water Systems**. With respect to Community Water Systems described in Paragraph 5.1.1(b) of this Settlement Agreement that are not also within Paragraph 5.1.1(a) (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold H of such Community Water Systems that serve 100,001 to 500,000 people; or

(b) More than Threshold I of such Community Water Systems that serve 10,001 to 100,000 people; or

(c) More than Threshold J of such Community Water Systems that serve 3,300 to 10,000 people.

10.1.4. **Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems.** With respect to Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems that are part of the Settlement Class (under either Paragraph 5.1.1(a) or (b)), timely and valid Requests for Exclusion from the Settlement Class are received from more than Threshold K of such Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems, in the aggregate.

10.2. For purposes of any of the conditions in Paragraph 10.1:

10.2.1. percentages will be calculated using as the denominator the number of Public Water Systems in each category listed on Annex 1 to the separate letter agreement between Class Representatives and the Settling Defendants to be filed under seal with the Court; and

10.2.2. a Public Water System otherwise within the Settlement Class will be counted towards the applicable threshold specified above if a timely and valid Request for Exclusion from the Settlement Class is received from either (a) the Public Water System itself or (b) from an Entity that is legally responsible for funding (by statute, regulation, other law, or contract) a Public Water System described in clauses (a) or (b) of Paragraph 5.1.1 or that has authority to bring a Claim on behalf of such a Public Water System.

10.3. **Time Period to Exercise Walk-Away Right**. Settling Defendants will have access to the Requests for Exclusion as they are served on the Notice Administrator and the Parties. Settling Defendants will have fourteen (14) Business Days after the deadline for submitting Requests for Exclusion to provide notice to Class Counsel of the exercise of the Walk-Away Right if any of the conditions in Paragraph 10.1 is satisfied. If the Settling Defendants do not collectively provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this Paragraph 10.3, the Walk-Away Right shall be waived.

10.4. **Effect of Exercising the Walk-Away Right**. The Escrow Agent shall, within seven (7) calendar days of receiving written notice of the Settling Defendants' exercise of the Walk-Away Right, repay to Settling Defendants the Termination Refund. This Settlement Agreement shall thereupon terminate, and this Settlement Agreement, Settling Defendants' obligations under it, and all Releases shall become null and void. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

10.5. **Walk-Away Right Disputes**. Any disputes relating to whether the conditions to exercise of the Settling Defendants' Walk-Away Right have been satisfied shall be submitted to the Court, and said decision by the Court shall be final, binding, and non-appealable.

11. DISTRIBUTIONS

11.1. **Notice and Administration**. All costs of notice and administration of the Settlement shall be paid from the Settlement Funds in accordance with the provisions of this Settlement Agreement. Settling Defendants shall have no obligation for any such fees, costs, and expenses other than their payment obligations under Paragraph 6.1.

11.2. **Attorneys' Fees and Costs**. Interim Class Counsel intend to file a motion for fees and costs that will request that amounts due under the Holdback Provisions set forth in CMO No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund, but any such costs and fees of Class Counsel must be approved by the Court. Any such award shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Funds are distributed to Qualifying Settlement Class Members, upon production to the Escrow Agent of a copy of the order, no later than seven (7) days after the Effective Date or such later date as the award may become payable under the Court's order. Settling Defendants shall have no obligation for any such award other than their payment obligations under Paragraph 6.1.

11.3. **Distribution to Qualifying Settlement Class Members.** All monetary awards to Qualifying Settlement Class Members will be strictly governed by the Allocation Procedures, attached as Exhibit C. The Allocation Procedures are designed to fairly and equitably allocate the settlement among Qualifying Settlement Class Members to resolve PFAS contamination in Drinking Water in Public Water Systems in such a way that reflects facts used in designing a water treatment system in connection with such contamination. The Claims Administrator will provide a copy of submitted Claims Forms to Settling Defendants.

11.4. **Submission of Claims**. Qualifying Settlement Class Members will be required to comply with strict deadlines for Claims Forms. The Allocation Procedures specify, among other requirements, that a Settlement Class Member will not be allocated nor receive any share of the Settlement Funds if it does not complete and timely submit a Claims Form.

11.5. **Allocation**:

11.5.1. The Settlement Amount less the amounts paid out pursuant to Paragraphs 6.2.3, 11.1. and 11.2 (the "Restitution Amount") shall be allocated among the Qualifying Settlement Class Members pursuant to the Allocation Procedures as specified in Exhibit C to this Settlement Agreement.

11.5.2. Each of the Settling Defendants and the Settlement Class Members acknowledges and agrees that:

(a) The Class Representatives sought compensatory restitution and remediation (within the meaning of Section 162(f)(2)(A) of the Code) as

damages for alleged harms suffered by the Settlement Class Members relating to the Released Claims and PFAS manufactured or sold by Settling Defendants;

(b) The Restitution Amount is being paid solely as compensatory restitution and remediation for the alleged harms described in Paragraph 11.5.2(a) allegedly suffered by the Settlement Class Members, and the portion of the Restitution Amount received by each Settlement Class Member is being paid solely as compensatory restitution and/or remediation for such alleged harms allegedly suffered by such Settlement Class Member.

(c) The payment of the Restitution Amount by Settling Defendants constitutes, and is paid (i) as restitution for alleged PFAS contamination, and/or (ii) for remediation by the Settlement Class Members of alleged PFAS contamination (including the installation of upgraded filtration systems and increased operating expenses associated therewith), which restitution or remediation has had or will have a direct nexus or connection with the alleged harms described in Paragraph 11.5.2(a). Payment by Settling Defendants of the Restitution Amount is intended to restore, in whole or in part, the Settlement Class Members to the same or substantially similar position or condition they would have been in had the Settlement Class Members not suffered the alleged harms described in Paragraph 11.5.2(a). Each Settlement Class Member agrees that it will use the Allocated Amount it receives in a manner consistent with this Paragraph 11.5.

(d) For the avoidance of doubt, no portion of the Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

11.6. **Tax Cooperation and Reporting**:

11.6.1. Upon request by any Settling Defendant, the Qualifying Settlement Class Members agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Settling Defendants to establish the statements set forth in Paragraph 11.5.2 to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. Without limiting the generality of the foregoing, each Qualifying Settlement Class Member shall cooperate in good faith with any Settling Defendant with respect to any Tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Settlement Agreement.

11.6.2. Each Qualifying Settlement Class Member agrees that, as a condition to its receipt of the Allocated Amount, it will provide the Claims Administrator with (a) a duly completed and executed IRS Form 1098-F with respect to each Settling Defendant (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant and (b) written authorization substantially in the form of Exhibit K attached hereto for the Claims Administrator to file such Forms 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) with the IRS and to provide such written statement to each Settling Defendant on such Qualifying Settlement Class Member's behalf. Each Qualifying Settlement Class Member agrees that it will prepare any IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and written statement required to be delivered pursuant to the preceding sentence in a manner fully consistent with Paragraph 11.5.2, including by reporting its portion of the Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F. The Claims Administrator shall advise each Qualifying Settlement Class Member of its Allocated Amount to facilitate compliance with this Paragraph 11.6.2. As may be mutually agreed by the Parties, this clause may be modified to facilitate submission of IRS Forms 1098-F as may be necessary.

12. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

12.1. **Release**.

12.1.1. Upon entry of the Final Judgment, the Releasing Persons shall have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Persons from any and all Claims arising out of or relating to conduct by, or liability of, Released Persons before the Settlement Date, (i) that arise from or relate to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); (ii) that arise from or relate to the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF; (iii) for any type of relief with respect to the installation, maintenance, or operation of, and cost associated with any kind of treatment, filtration, remediation, testing, or monitoring of PFAS by any Settlement Class Member with respect to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); or (iv) that were or could have been asserted in the Litigation (all of the foregoing Claims, the "Released Claims").

12.1.2. Without limiting Paragraph 12.1.1, the Released Claims include Claims that arise out of or relate to the discharge, remediation, testing, monitoring, treatment or processing of water by a Public Water System within the Settlement Class (including stormwater or wastewater) with respect to PFAS that entered its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6), *except* (a) where a Settlement Class Member also owns real property or owns or operates a facility that is separate from and not related to a Public Water System and does not provide Drinking Water (*e.g.*, a separate wastewater or stormwater system or airports or fire training facilities that are not related to a Public Water System), Claims relating to the discharge, remediation, testing, monitoring, treatment or processing of stormwater or wastewater at or by such separate real property or facility are preserved to the extent such Claims seek damages not arising from or relating to alleged harm to Drinking Water, or (b) if the EPA or a State establishes additional requirements (including a condition or requirement in a State-issued permit) after the Settlement Date with respect to the discharge, remediation, testing, monitoring, treatment or processing of PFAS-containing stormwater or wastewater, such Claims relating to stormwater or wastewater are preserved to the extent they seek to recover for additional compliance costs imposed on the Settlement Class Member by such new requirements above the compliance costs under laws, regulations, directives or requirements existing as of the Settlement Date.

12.1.3. Notwithstanding Paragraphs 12.1.1 and 12.1.2, (x) the Released Claims shall not include Claims that arise from or relate to a Test Site as to which PFAS is deemed under Paragraph 12.6 to have entered the water or facilities or real property of the Public Water System after the Settlement Date; and (y) any Releasing Person that is not a Public Water System but that is legally responsible for funding (by statute, regulation, other law, or contract) or that has authority to bring a Claim on behalf of, or to seek recovery for harm to, a Public Water System in the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water, gives the release only to the extent of Claims that seek to recover for alleged harm to such Public Water System, and "Released Claims" shall not include other Claims of such Releasing Person.

12.1.4. This Agreement shall not release any Claims owned by a State or the federal government where brought, respectively, by the State or the federal government.

12.2. **Covenant Not to Sue**. The Releasing Persons shall not at any time hereafter, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on their, his, her, or its behalf, or on behalf of any other Person, any Claim alleging or asserting any Released Claims or challenging the validity of the release set forth in Paragraph 12.1 of this Settlement Agreement. If any such Claim exists in any court, tribunal or other forum as of the Effective Date, the Releasing Persons covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith. The Releasing Persons consent to the jurisdiction of this Court or, at Settling

Defendants' sole option, any other court having jurisdiction to enter an injunction barring them from commencing or prosecuting any Claim, or seeking other benefits, based upon the Released Claims.

12.3. **Dismissal**. In accordance with the foregoing release and covenant not to sue, from and after the Effective Date, all pending Litigation shall be dismissed with prejudice to the extent it contains Released Claims against Released Persons. The Order Granting Final Approval shall provide for such dismissals. Any plaintiff in a Litigation asserting Claims against Released Persons that the plaintiff believes are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) shall execute a stipulation of partial dismissal with prejudice in the form provided for in Exhibit L within thirty (30) calendar days of the Effective Date; provided, however, that in the event that any such plaintiff fails to file the required stipulation of dismissal in a Litigation within thirty (30) calendar days of the Effective Date, such Litigation shall be dismissed by operation of the Order Granting Final Approval (x) with prejudice to the extent it contains Released Claims against Released Persons, and (y) without prejudice to the extent it contains Claims against Released Persons that are preserved under Paragraphs 12.1.2(a) or 12.1.3(y). With respect to any Claims that are not dismissed or that are dismissed without prejudice under this Paragraph, Released Persons shall retain all defenses, including the right to argue that the Claim is not preserved and is released.

12.4. **Injunction**. From and after the Effective Date, by operation of the Order Granting Final Approval, the Parties agree that each and every Settlement Class Member will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action with respect to any and all Released Claims.

12.5. **Exclusive Remedy**. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Persons with respect to any Released Claims, and the Released Persons shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Settlement Agreement. The Parties agree, and the Order Granting Final Approval shall provide, that the relief provided in this Settlement Agreement fairly and adequately remedies any harm arising out of or relating to Public Water Systems in the Settlement Class to the extent allegedly caused by any Released Person that arises from or relates to PFAS in or affecting each such Public Water System or otherwise arises from or relates to any Released Claim. Nothing herein releases any Claim by any Releasing Person against any Non-Released Person.

12.6. **Future PFAS Discovery**. The following shall apply for purposes of applying the release provisions of this Section 12:

12.6.1. Each Public Water System in the Settlement Class that submits a Claims Form (or any Entity that submits a Claims Form on behalf of such Public Water System) shall certify that it has tested all of its Test Sites for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if

stricter) (such methodology being the "Testing Methodology"); provided, however, that:

(a) if a Test Site was tested on or before the Settlement Date and found to contain any PFAS at any level, such Test Site with a previous detection of PFAS need not be tested again and shall be treated for purposes of this Paragraph 12.6 as if it were tested under the Testing Methodology during the required time period, and

(b) if a Public Water System has multiple Test Sites that are surface water intakes drawing from the same surface water source (*e.g.*, river, lake, reservoir), the Public Water System may perform the testing under the Testing Methodology required by this Paragraph 12.6.1 at either (i) each such Test Site; or (ii) an entry point to the distribution system fed by all such Test Sites, in which case the result of such testing (*i.e.*, detection or non-detection of PFAS) shall apply for purposes of this Paragraph 12.6 to all such Test Sites that feed the entry point.

12.6.2. If for any reason, a Public Water System in the Settlement Class does not certify that it has tested all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System's Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.3. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline and detects PFAS at any level in all such Test Sites, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System's Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.4. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline but after U.S. EPA's announcement of the testing requirements of UCMR 5, and such testing detects no PFAS at any level in an individual Test Site, any PFAS subsequently detected in the same Test Site will be deemed to have entered the water after the Settlement Date and thus to be outside the temporal scope of the release. The Public Water System (and all other Persons who are Releasing Persons by virtue of their

relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 as to all Claims except those Claims relating to the individual Test Site(s) in which no PFAS at any level was detected in testing under the Testing Methodology.

12.6.5. Notwithstanding Paragraph 12.6.4, if a Public Water System in the Settlement Class chooses to treat PFAS contamination at an aggregation point, any preservation of Claims under Paragraph 12.6.4 as to a Test Site that feeds that aggregation point shall be limited to Claims for recovery of additional costs (if any) of treating PFAS contamination at that aggregation point that arise from the subsequent detection of PFAS at that Test Site. Nothing in this Settlement Agreement shall obligate a Public Water System to treat PFAS contamination at an aggregation point.

12.6.6. Nothing in this Paragraph 12.6 shall be interpreted to bring within the scope of the release any Claim that is excepted from the release under Paragraph 12.1.2(a) or (b).

12.7. **Protection Against Claims-Over**.

12.7.1. The Order Granting Final Approval will specify that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Person against any Released Person for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Person to any Settlement Class Member or Releasing Person by way of settlement, judgment, or otherwise (a "Claim-Over") on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law.

12.7.2. If a Released Claim asserted by a Settlement Class Member gives rise to a Claim-Over against a Released Person and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 12.7.1, the Settlement Class Member shall reduce the amount of any judgment it obtains against the Non-Released Person who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. Nothing herein prevents a Settlement Class Member from pursuing litigation against a Non-Released Person and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Person to fully extinguish a Claim-Over under applicable law.

12.7.3. To the extent that, on or after the Settlement Date, any Settlement Class Member enters into a settlement with any Non-Released Person on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, the Settlement Class Member will obtain from such Non-Released Person a prohibition on contribution or indemnity of any kind, substantially equivalent to that required from Settling Defendants in Paragraph 12.7.4, or a release from such

Non-Released Person in favor of the Released Persons (in a form equivalent to the releases contained in this Settlement Agreement) of any Claim-Over.

12.7.4. No Released Person shall seek to recover for amounts paid under this Settlement Agreement based on contribution, indemnification or any other theory from any Non-Released Person; provided, however, that a Released Person shall be relieved of this prohibition with respect to any Non-Released Person that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Person from recovering amounts owed pursuant to insurance contracts.

12.8. **Liens**. Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Settlement Class Member, including without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other Persons who may claim through them in a derivative manner.

12.9. **Waiver of Statutory Rights**. To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**

To the extent the laws apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) acknowledge that they are aware that they or their attorneys

may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all of the Released Claims against Released Persons. The release thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

13. MISCELLANEOUS PROVISIONS

13.1. **Continuing Jurisdiction**. The Court shall have and retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Settlement Agreement.

13.2. **Cooperation**. The Parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all of its terms. Settling Defendants shall provide all information reasonably necessary to assist Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, Settling Defendants, and Settling Defendants' Counsel agree to support this Settlement Agreement, to recommend its approval to the Court, and to use all reasonable efforts to give force and effect to its terms and conditions; provided, however, that no Party shall be required to agree to any modification to this Settlement Agreement or its Exhibits. Neither the Class Representatives, Class Counsel, Settling Defendants, Settling Defendants' agents, nor Settling Defendants' Counsel shall in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Settlement Class Member to file a Request for Exclusion.

13.3. **No Admission of Wrongdoing or Liability**. Settling Defendants do not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation or any other suit, action, or proceeding, and nothing in this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval shall be interpreted to suggest anything to the contrary. Nothing in this Settlement Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Settlement Agreement and settled the Released Claims, shall be construed, deemed, or offered as an admission or concession by any of the Parties or Settlement Class Members or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, relative degree of fault, release, or other similar theory asserted by any of the Released Persons. The Settling Defendants retain full rights to contest the certification of any class for litigation purposes.

13.4. **No Admission as to PFAS**. Nothing in this Settlement Agreement, including the definition of PFAS, shall be used as evidence or an admission (or be construed as evidence or an admission) that any Settling Defendant developed, manufactured, formulated, distributed, sold, transported, stored, loaded, mixed, applied, or used PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF, or otherwise had any contact or dealings with any particular PFAS.

13.5. **Amendment of Settlement Agreement**. No waiver, modification, or amendment of the terms of this Settlement Agreement or its Exhibits, made before or after Final Approval, shall be valid or binding unless in writing, signed by Class Counsel and by duly authorized signatories of each Settling Defendant, and then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.

13.6. **Other Settlements.** In the event that any of Class Representatives or any of Class Counsel enter into another actual or proposed settlement with any defendant in the MDL between the Settlement Date and Final Approval that contains a definition of PFAS that differs from the definition set forth herein, Settling Defendants shall have the option, in their sole discretion, to substitute such different definition for the definition set forth herein.

13.7. **Construction of Settlement Agreement**. The Parties acknowledge as part of the execution hereof that this Settlement Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Settlement Agreement shall not be presumptively construed against any of the Parties. This Settlement Agreement shall be construed as having been drafted by all the Parties, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

13.8. **Arm's-Length Transaction**. The Parties each acknowledge that the negotiations leading up to this Settlement Agreement were conducted in good faith and at arm's length; this Settlement Agreement is made and executed by and of each Party's own free will; each Party knows all of the relevant facts and its rights in connection therewith; and each Party has not been improperly influenced or induced to agree to this Settlement as a result of any act or action on the part of any other Party or employee, agent, attorney, or representative of any other Party.

13.9. **Third-Party Beneficiaries**. This Settlement Agreement does not create any third-party beneficiaries, except Settlement Class Members and Released Persons other than Settling Defendants.

13.10. **Entire Agreement**. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement. This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties and Settlement Class Members with regard to the subject matter contained herein, and supersedes and cancels all prior and contemporaneous agreements, negotiations, commitments, and understandings among the Parties with respect to the specific subject matter hereof.

13.11. **Binding Effect**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members, and the Released Persons, and their respective heirs, successors and assigns. This Settlement Agreement shall have such effect as provided by applicable law (*e.g.*, res judicata, reduction of alleged damages) on Claims by all Persons (including any Person who is excepted from the definition of Releasing Persons or the release in Paragraph 12.1) whether or not such Claims are released hereunder, and no Settlement Class Member shall (a) authorize any such other Person to bring a Released Claim on its behalf or to seek damages arising from harm to it within the scope of the release in Paragraph 12.1, or (b) provide any material or financial support to any such other Person in taking any of the actions referenced in clause (a). Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf each Settling Defendant hereby represents and warrants that s/he has the power and authority to enter into this Settlement Agreement on behalf of such Settling Defendant, as well as the power and authority to bind such Settling Defendant to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Class Counsel executing this Settlement Agreement represents and warrants that s/he has the authority to enter into this Settlement Agreement on behalf of Class Representatives and to bind Class Representatives.

13.12. **Waiver**. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

13.13. **Specific Performance**. The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement, other than as to any term requiring payment of money, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

13.14. **Force Majeure**. The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

13.15. **Confidentiality**. The Parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in this case, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent Settling Defendants from disclosing such information to their insurers if requested by those insurers. The Parties may, at their discretion, issue publicity, press release, or other public statements regarding this Settlement, whether unilaterally or as jointly agreed to in writing

by all Parties. Any jointly agreed or other statement shall not limit Settling Defendants' ability to provide information about the Settlement to their employees, accountants, attorneys, insurers, shareholders, or other stakeholders or in accordance with legal requirements, or to limit Class Counsel's ability to provide Notice or information about the Settlement to Settlement Class Members or in accordance with legal requirements.

13.16. **Exhibits**. All exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of the exhibits are expressly made a part of this Settlement Agreement.

13.17. **Notices to Parties**. Any notice, request, instruction, or other document to be delivered pursuant to this Settlement Agreement shall be sent to the appropriate Party by (i) electronic mail; and (ii) overnight courier, delivery confirmation requested:

If to Settling Defendants:

The Chemours Company
Office of the General Counsel
1007 Market Street
Wilmington, DE 19801
Attn: Kristine M. Wellman
kristine.m.wellman@chemours.com

With a copy to:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
jmwintner@wlrk.com
gwmeli@wlrk.com

DuPont de Nemours, Inc.
974 Centre Rd.
Wilmington, DE 19806
Attn: Erik T. Hoover
erik.t.hoover@dupont.com

With a copy to:

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
kevin.vanwart@kirkland.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornel B. Fuerer
cornel.b.fuerer@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

EIDP, Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Thomas A. Warnock
thomas.a.warnock@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

If to the Class Representatives, Class Counsel, or Settlement Class Members:

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
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San Juan, Puerto Rico 00907
PNapoli@NSPRLaw.com

Scott Summy
Baron & Budd
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

Elizabeth A. Fegan
Fegan Scott
150 S Wacker Dr, 24th Floor
Chicago, Il 60606
Beth@feganscott.com

13.18. **Governing Law**. This Settlement Agreement, including its construction and interpretation, shall be governed by and construed in accordance with the substantive law of the State of South Carolina, without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

13.19. **When Settlement Agreement Becomes Effective**. This Settlement Agreement shall become effective upon its execution by Settling Defendants and Class Counsel on the Settlement Date, subject to the approval of the Court and the termination provisions set forth herein.

13.20. **Counterparts**. This Settlement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties.

13.21. **Captions**. The captions, titles, headings, or subheadings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

13.22. **Electronic Signatures**. Any Party may execute this Settlement Agreement by having their respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all of the Parties. Any signature made and transmitted electronically for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement, and shall be binding upon the Party transmitting their signature electronically.

13.22 **Effect on Existing EPA Consent Order Obligations or *Leach* Settlement.** Nothing in this Settlement Agreement is intended to nor shall alter, change, or amend any obligations of any Settling Defendant or Released Persons under (a) the 2009 Administrative Order on

Consent entered into with the United States Environmental Protection Agency as set forth in Docket Nos. SDWA-03-2009-0127-DS and SDWA-05-2009-0001, and as amended, including the First Amendment of January 5, 2017; or (b) the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E.I. du Pont de Nemours and Co.* et al., Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

Agreed to this 30th day of June, 2023.

CLASS COUNSEL:

By: _____
Michael A. London
DOUGLAS & LONDON, P.C.
59 Maiden Lane, 6th Floor
New York, NY 10038

By: _____
Scott Summy
BARON & BUDD, P.C.
3102 Oak Lawn Avenue
Suite 1100
Dallas, Texas, 75219

By: _____
Paul J. Napoli
NAPOLI SHKOLNIK
1302 Ponce de Leon
San Juan, Puerto Rico 00907

By: _____
Elizabeth A. Fegan
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Fl.
Chicago, IL 60606

SETTLING DEFENDANTS:

The Chemours Company

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President, General Counsel and Corporate Secretary

The Chemours Company FC, LLC

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President and General Counsel

DuPont de Nemours, Inc.

By: _____
Name: Erik T. Hoover
Title: Senior Vice President and General Counsel

Corteva, Inc.

By: _____
Name: Cornel B. Fuerer
Title: Senior Vice President, General Counsel

E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____
Name: Thomas A. Warnock
Title: Associate General Counsel and Assistant Secretary

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By: Thomas A. Warnock
Name: Thomas A. Warnock
Title: Associate General Counsel and Assistant Secretary

Table of Contents

EXHIBIT A

EXHIBIT A: [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

Before the Court is the Motion of proposed Class Counsel for Preliminary Approval of Settlement Agreement (the "Preliminary Approval Motion"), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice to the Settlement Class; (4) approval of the Notice Plan; (5) appointment of Class Counsel; (6) appointment of Class Representatives; (7) appointment of the Notice Administrator; (8) appointment of the Claims Administrator; (9) appointment of the Special Master; (10) appointment of the Escrow Agent; (11) approval of the Escrow Agreement; (12) establishment of the Qualified Settlement Fund; (13) scheduling of a Final Fairness Hearing; and (14) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC,

DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.;

WHEREAS, the Court, for the purposes of this Order Granting Preliminary Approval, adopts all defined terms as set forth in the Settlement Agreement;

WHEREAS, this matter has come before the Court pursuant to the Preliminary Approval Motion;

WHEREAS, Settling Defendants do not oppose the Court's entry of this Order Granting Preliminary Approval;

WHEREAS, the Court finds that it has jurisdiction over the action and each of the Parties for purposes of settlement and asserts jurisdiction over the Class Representatives for purposes of considering and effectuating the Settlement Agreement;

[WHEREAS, the Court held a hearing on the Preliminary Approval Motion on _____**, 2023**; and]

WHEREAS, the Court has considered all of the presentations and submissions related to the Preliminary Approval Motion and, having presided over and managed the proceedings in the MDL as Transferee Judge since December 7, 2018, pursuant to the Transfer Order of the same date, is familiar with the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

IT IS HEREBY ORDERED AS FOLLOWS:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Court finds that the requirements of Rules 23(a)(1)-(4), 23(b), and 23(e) of the Federal Rules of Civil Procedure have been satisfied for purposes of preliminary approval of the Settlement Agreement, such that notice of the Settlement Agreement should be directed to Settlement Class Members and a Final Fairness Hearing should be set.

2. The Settlement Agreement, including all Exhibits attached thereto, is preliminarily approved by the Court.

II. FINDINGS REGARDING THE SETTLEMENT CLASS

3. The Settlement Class consists of, only for purposes of the Settlement Agreement:

(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

(b) All Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (*i.e.*, "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

4. The following are excluded from the Settlement Class:

(a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system otherwise falling within clauses (a) or (b) of Paragraph 3 of this Order will be included within the Settlement Class if it so requests.

(b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, which systems

within clauses (a) and (b)(i) of Paragraph 3 of this Order are listed in Exhibit I to the Settlement Agreement.

(c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, which systems within clauses (a) and (b)(i) of Paragraph 3 of this Order are listed in Exhibit J to the Settlement Agreement.

(d) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

5. The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the proposed Settlement Agreement. The Settlement Class is likely to meet the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a)(1)-(4) of the Federal Rules of Civil Procedure and the predominance and superiority requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure.

6. The following Class Representatives are preliminarily appointed for purposes of the Settlement: City of Camden Water Services; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; City of Iuka; and City of Amory.

7. Michael A. London and the law firm of Douglas & London; Scott Summy and the law firm of Baron & Budd; Paul J. Napoli and the law firm of Napoli Shkolnik; and Elizabeth

Fegan and the law firm of Fegan Scott LLC are preliminarily appointed as Class Counsel under Rule 23(g)(3) of the Federal Rules of Civil Procedure.

III. FINDINGS REGARDING THE SETTLEMENT AGREEMENT

8. Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, in order to approve the proposed Settlement Agreement, the Court must determine whether it is fair, reasonable, and adequate. Rule 23(e)(2) sets forth factors that the Court must consider in reaching that determination.

9. The Parties have provided the Court sufficient information, including in the Preliminary Approval Motion and related submissions and presentations, to enable the Court to determine whether to give notice of the proposed Settlement Agreement to the Settlement Class. The proposed Settlement Agreement is the product of intensive, arm's-length, non-collusive negotiations overseen by the Court-appointed mediator, Honorable Layn Phillips; has no obvious deficiencies; does not improperly grant preferential treatment to the Class Representatives; and is fair, reasonable, and adequate. Accordingly, the Court has taken the Rule 23(e)(2) factors and applicable precedent into account in finding that it will likely be able to approve the proposed Settlement Agreement as fair, reasonable, and adequate.

10. The Court finds that it will likely be able to approve, under Rule 23(e)(2) of the Federal Rules of Civil Procedure, the proposed Settlement Agreement.

IV. NOTICE TO SETTLEMENT CLASS MEMBERS

11. Under Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Court finds that the Notice set forth in Exhibit E to the Settlement Agreement, the Summary Notice set forth in Exhibit F to the Settlement Agreement, and the Notice Plan set forth in Exhibit G to the Settlement Agreement, (a) is the best practicable notice; (b) is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this action and the Settlement Agreement

and of their right to object to or exclude themselves from the proposed Settlement Class; (c) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (d) meets all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

12. The Court approves the Notice, the Summary Notice, and the Notice Plan, and hereby directs that the Notice and the Summary Notice be disseminated pursuant to the Notice Plan to Settlement Class Members under Rule 23(e)(1) of the Federal Rules of Civil Procedure.

13. The Notice Plan shall commence no later than fourteen (14) calendar days after entry of this Order Granting Preliminary Approval, on **_____, 2023**, so as to commence the period during which Settlement Class Members may opt out from the Settlement Class and Settlement or object to the Settlement.

V. PROCEDURE FOR REQUESTS FOR EXCLUSION AND OBJECTIONS

14. The procedure for Requests for Exclusion set forth in Paragraph 9.7 of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

15. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written Request for Exclusion to the Notice Administrator, and serve a copy of such written request on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. Such written request must be received by the Notice Administrator no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the opt out period. The last day of the opt out period is **_____, 2023**.

16. To be effective, the Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must: (a) provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion; (b) provide the filer's name, address, telephone and facsimile number and email address (if available); (c) provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and (d) be received by the Notice Administrator no later than the date specified in Paragraph 15 of this Order. No "mass," "class," "group" or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member. Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Paragraphs 19 through 21 of this Order, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

17. Pursuant to Section 10 of the Settlement Agreement, the Settling Defendants shall have the option, in their sole discretion, to terminate the Settlement Agreement following notice of Requests for Exclusion if any of the conditions set forth in Paragraph 10.1 of the Settlement Agreement are satisfied. Settling Defendants shall have until fourteen (14) Business Days after the deadline for submitting Requests for Exclusion set forth in Paragraph 15 of this Order to provide Class Counsel notice of their exercise of the Walk-Away Right. The Notice Administrator shall provide Settling Defendants access to all Requests for Exclusion as they are served on the Notice Administrator.

18. The procedure for objecting to the Settlement or to an award of fees or expenses to Class Counsel, as set forth in Paragraph 9.6 of the Settlement Agreement, is approved.

19. A Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and serve a copy of such Objection on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide (a) an affidavit or other proof of the Settlement Class Member's standing; (b) the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member; (c) the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member; (d) all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention; (e) an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and (f) the identity of all witnesses the Settlement Class Member may call to testify.

20. All Objections shall be filed and served no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the objection period. The last day of the objection period is **_____, 2023**. Any Objection not filed and served by such date shall be deemed waived.

21. A Settlement Class Member may object either on its own or through an attorney hired at that Settlement Class Member's own expense, provided the Settlement Class Member has

not submitted a written Request for Exclusion. An attorney asserting objections on behalf of a Settlement Class Member must, no later than the deadline for filing Objections specified in Paragraph 20 of this Order, file a notice of appearance with the Clerk of Court and serve a copy of such notice on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice.

22. Any Settlement Class Member who fully complies with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

23. The assertion of an Objection does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 9.7 of the Settlement Agreement and Paragraphs 15 to 16 this Order.

24. No later than fifteen (15) calendar days prior to the date set for the Fairness Hearing, *i.e.*, by **_____, 202__**, the Notice Administrator shall prepare and file with the Court, and serve on Class Counsel and Settling Defendants' Counsel, a list of all Persons who have timely filed and served Requests for Exclusion or Objections.

VI. FINAL FAIRNESS HEARING

25. A Final Fairness Hearing shall take place on the **_____ day of _____, 202_ at _____ o'clock in the a.m./p.m.**, at which the Court will consider submissions regarding the proposed Settlement Agreement, including any Objections, and whether: (a) to approve thereafter

the Settlement Agreement as fair, reasonable, and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure, (b) to certify the Settlement Class, and (c) to enter the Order Granting Final Approval; (d) enter judgment dismissing the Released Claims as set forth in the Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum as provided in Paragraph 9.8 of the Settlement Agreement. The Final Fairness Hearing shall be subject to adjournment by the Court without further notice, other than that which may be posted by the Court on the Court's website.

26. Class Counsel and Settling Defendants' Counsel shall file any response to any Objections, or any papers in support of Final Approval of the Settlement Agreement, no fewer than fourteen (14) calendar days prior to the date set for the Final Fairness Hearing, *i.e.*, by **_____, 202__**.

27. Class Counsel shall file a motion for attorneys' fees, costs, and Class Representative service awards at least twenty (20) Business Days prior to the deadline for submitting Objections set forth in Paragraph 20 of this Order.

VII. STAY ORDER AND INJUNCTION

28. All litigation in any forum brought by or on behalf of a Releasing Person and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed as to the Released Persons, except as to proceedings that may be necessary to implement the Settlement. All Releasing Persons are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Persons, and any such filings are stayed; provided, however, that this Paragraph shall not apply to any Person who files a timely and valid Request for Exclusion beginning as of the date such Request for Exclusion becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order

Granting Final Approval, and (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the Court's Rule 23(e) findings set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

VIII. OTHER PROVISIONS

29. Matthew Garretson of Wolf/Garretson LLC, P.O. Box 2806, Park City, UT 8406 is appointed to serve as the Special Master and is appointed as the "administrator" of the Qualified Settlement Fund escrow account within the meaning of Treasury Regulations § 1.468B-2(k)(3).

30. Dustin Mire of Eisner Advisory Group, 8550 United Plaza Boulevard, Suite #1001, Baton Rouge, LA is appointed to serve as the Claims Administrator.

31. Robyn Griffin, The Huntington National Bank, One Rockefeller Center, 10th Floor, New York, NY 10020 is appointed to serve as the Escrow Agent.

32. Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, is appointed to serve as the Notice Administrator.

33. The Court has reviewed the proposed Escrow Agreement and Section 7 of the Settlement Agreement and approves the Escrow Agreement and Section 7 of the Settlement Agreement and authorizes that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

34. The "holdback assessment" required by Case Management Order No. 3 (Entry No. 72), entered by the Court on April 26, 2019, shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel.

35. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date, and any unexpended Settlement Funds shall be returned to Settling Defendants as provided in Paragraphs 9.9, 9.10, or 10.4 of the Settlement Agreement, as applicable. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Litigation. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

36. The deadlines set forth in Paragraphs 13, 15, 20, and 24 of this Order may be extended, and the Final Fairness Hearing may be adjourned, by Order of the Court, for good cause shown, without further notice to the Settlement Class Members, except that notice of any such extensions or adjournments shall be posted on a website maintained by the Notice Administrator, as set forth in the Notice.

37. Class Counsel, Settling Defendants' Counsel, the Special Master, the Notice Administrator, and the Escrow Agent are authorized to take, without further Court approval, all actions under the Settlement Agreement that are permitted or required to be taken following entry of this Order Granting Preliminary Approval and prior to entry of the Order Granting Final Approval, including effectuation of the Notice Plan.

38. Class Counsel and Settling Defendants' Counsel are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement that are not materially inconsistent with this Order Granting Preliminary Approval or

the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

39. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

SO ORDERED this _____ day of _____, 2023.

The Honorable Richard M. Gergel
United States District Judge

EXHIBIT B

EXHIBIT B: [PROPOSED] ORDER GRANTING FINAL APPROVAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

[PROPOSED] FINAL ORDER AND JUDGMENT
APPROVING SETTLEMENT AGREEMENT

Before the Court is the Motion of Class Counsel for Final Approval of Settlement Agreement (the "Final Approval Motion"), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks (1) Final Approval of the Settlement Agreement; (2) final certification, for settlement purposes only, of the Settlement Class; (3) a judgment dismissing Claims in the Litigation asserted by Settlement Class Members against Released Persons, and (4) a permanent injunction prohibiting any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum.

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.;

WHEREAS, the Court, for the purposes of this Final Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement;

WHEREAS, on **_____, 2023**, the Court entered an Order Granting Preliminary Approval that, among other things: (1) preliminarily approved the Settlement Agreement; (2) preliminarily certified the Settlement Class, for settlement purposes only; (3) approved the Notice, Summary Notice, and Notice Plan and directed that notice be disseminated to Settlement Class Members according to the Notice Plan; (4) appointed Class Counsel and Class Representatives; (5) scheduled a Final Fairness Hearing to consider final approval of the Settlement Agreement; and (6) stayed all proceedings in the MDL and other Litigation as to Settling Defendants;

WHEREAS, in the Settlement Agreement, the Settlement Class is defined as follows: (a) all Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and (b) all Public Water Systems in the United States of America that, as of the Settlement Date, are (i) subject to the monitoring rules set forth in UCMR 5 (*i.e.*, "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline;

WHEREAS, Paragraph 5.1.2 of the Settlement Agreement specifies certain exclusions from the Settlement Class;

WHEREAS, on **_____, 202_**, the Court held the Final Fairness Hearing to consider whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class; and

WHEREAS, the Court has considered all of the presentations and submissions related to the Final Approval Motion, including arguments of counsel for the Parties and of the Persons who appeared at the Final Fairness Hearing, and having presided over and managed the proceedings in the MDL as Transferee Judge since December 7, 2018, pursuant to the Transfer Order of the same date, is familiar with the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order and Judgment certifies the Settlement Class under Rule 23 of the Federal Rules of Civil Procedure for settlement purposes only.

2. The Court finds that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are met. The Court finds that for settlement purposes: (a) the Settlement Class Members are ascertainable; (b) the Settlement Class Members are so numerous that their joinder is impracticable; (c) there are questions of law and fact common to the Settlement Class; (d) the claims of the Class Representatives are typical of the Settlement Class Members; (e) the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (f) the questions of law or fact common to the Settlement Class predominate over any questions affecting only individual Settlement Class Members, and a class action is superior to other available methods for the fair and efficient resolution of the controversy.

3. The Court confirms the appointment as Class Representatives of _____, who were preliminarily approved in the Order Granting Preliminary Approval.

4. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, the Court confirms the appointment as Class Counsel of Michael A. London and the law firm of Douglas &

London; Scott Summy and the law firm of Baron & Budd; Paul J. Napoli and the law firm of Napoli Shkolnik; and Elizabeth Fegan and the law firm of Fegan Scott LLC, who were preliminarily approved in the Order Granting Preliminary Approval.

5. If a proposed settlement class satisfies Rules 23(a) and (b) of the Federal Rules of Civil Procedure, the Court must determine whether the settlement itself is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2) (enumerating factors the Court must consider). The Court has analyzed the Rule 23(e)(2) factors in light of applicable precedent and has concluded that the Settlement Agreement is fair, reasonable, and adequate.

a. Class Counsel and the Class Representatives have adequately represented the Settlement Class;

b. The Settlement Agreement was negotiated at arm's length under the supervision of the Court-appointed mediator, Honorable Layn Phillips and is recommended by experienced Counsel;

c. The relief provided to the Settlement Class is reasonable, adequate, and fair, taking into account relative strength of the parties' cases as well as the uncertainties of litigation on the merits; the risk, complexity, expense and likely duration of the litigation; and the stage of the litigation, including the factual record developed by the parties; the costs, risks, and delay of trial and appeal in the absence of settlement; the effectiveness of the proposed methods of distributing the Settlement Agreement relief to the Settlement Class; the terms and timing of the proposed fee award; and any agreement required to be identified under Rule 23(e)(3).

d. The Settlement Agreement treats Settlement Class Members equitably relative to each other.

6. Therefore, pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the Court-appointed mediator. The Court further finds that the Parties have evidenced full compliance with the Order Granting Preliminary Approval.

7. The Settlement Class Members and Settling Defendants are ordered to implement, perform, and consummate each of the obligations set forth in the Settlement Agreement in accordance with its terms.

8. All objections to the Settlement Agreement are found to be without merit and are overruled.

9. Notice in the form of the Notice and Summary Notice was provided to Settlement Class Members pursuant to the Notice Plan approved in the Order Granting Preliminary Approval, including direct mailing where practicable. Class Counsel worked together with the Notice Administrator to fashion a Notice Plan that was tailored to the Settlement Class Members. Class Counsel have established that the Notice Plan was implemented.

10. The Court finds that the Notice and Summary Notice disseminated pursuant to the Notice Plan: (a) was implemented in accordance with the Order Granting Preliminary Approval; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members

(i) of the effect of the Settlement Agreement, (ii) of the amount of attorneys' fees and costs sought by Class Counsel, (iii) of their right to submit a Request for Exclusion or to object to any aspect of the Settlement Agreement, and (iv) of their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the Settlement Agreement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause) and other applicable laws and rules.

11. Settling Defendants complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711-1715, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

12. As set forth in Section 12 of the Settlement Agreement, the Releasing Persons have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Persons from any and all Released Claims. Accordingly, the Court hereby orders the dismissal, without further costs, of each case in the MDL and all other pending Litigation brought by or on behalf of a Releasing Person in any forum or jurisdiction (whether federal, state, or otherwise) with prejudice to the extent it contains Released Claims against Released Persons. Any plaintiff in a Litigation asserting Claims against Released Persons that the plaintiff believes are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) of the Settlement Agreement shall execute a stipulation of partial dismissal with prejudice in the form provided for in Exhibit L to the Settlement Agreement within thirty (30) calendar days of the Effective Date; provided, however, that in the event that any such plaintiff fails to file the required stipulation of dismissal in a Litigation within thirty (30) calendar days of the Effective Date, such Litigation shall be dismissed by operation of this Order Granting Final Approval (x) with prejudice

to the extent it contains Released Claims against Released Persons, and (y) without prejudice to the extent it contains Claims against Released Persons that are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) of the Settlement Agreement. With respect to any Claims that are not dismissed or that are dismissed without prejudice under this Paragraph, Released Persons shall retain all defenses, including the right to argue that the Claim is not preserved and is released.

13. All Releasing Persons are permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action, in any forum or jurisdiction (whether federal, state, or otherwise), with respect to any and all Released Claims or challenging the validity of the releases under the Settlement Agreement. Upon the Effective Date, the injunction set forth in this Paragraph shall supersede the stay and injunction set forth in the Order Granting Preliminary Approval.

14. The relief provided in the Settlement Agreement shall be the exclusive remedy by or on behalf of any and all Releasing Persons with respect to Released Claims, and the Released Persons shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in the Settlement Agreement. The Court finds that the relief provided in the Settlement Agreement fairly and adequately remedies any harm arising out of or relating to Public Water Systems in the Settlement Class to the extent allegedly caused by any Released Person that arises from or relates to PFAS in or affecting each such Public Water System or otherwise arises from or relates to any Released Claim. The Court finds that the Settlement is a good-faith settlement that, by operation of this Final Order and Judgment, has preclusive effect as to any other attempt to seek recovery from a Released Person for alleged harm to a Public Water System that is a Settlement Class Member.

15. The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Person against any Released Person for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Person to any Settlement Class Member or Releasing Person by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, S.C. Code Ann. § 15-38-50 and similar laws in other states or jurisdictions.

16. As set forth in the Order Granting Preliminary Approval, the Court confirms the appointment of Matthew Garretson of Wolf/Garretson LLC as the Special Master; Steven Weisbrot of Angeion Group as the Notice Administrator; Dustin Mire of Eisner Advisory Group as the Claims Administrator; and Robyn Griffin of Huntington National Bank as the Escrow Agent.

17. The Court retains continuing and exclusive jurisdiction over the Parties and their counsel, all Settlement Class Members, the Special Master, the Notice Administrator, the Claims Administrator, the Escrow Agent, and the Settlement Agreement, to interpret, implement, administer, and enforce the Settlement Agreement and this Final Order and Judgment. In addition, the Parties and the Settlement Class Members are hereby deemed to have submitted to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising from, resulting from, in any way relating to or in connection with the Settlement Agreement. The Court also retains continuing jurisdiction over the Qualified Settlement Fund.

18. This Final Order and Judgment incorporates and makes a part hereof the Settlement Agreement (which includes the Exhibits) filed with the Court on _____, 2023, including definitions of the terms used therein. This Final Order and Judgment shall serve as an

enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to the Settlement Agreement.

19. This Final Order and Judgment, the Order Granting Preliminary Approval, the Settlement Agreement, and the documents, filings, and proceedings relating thereto, and any actions taken by the Settling Defendants in the negotiation, execution, entry into, or satisfaction of the Settlement Agreement: (a) do not, and shall not be construed or interpreted to, admit or concede any liability or wrongdoing of any Settling Defendant, acknowledge any validity to the Claims asserted in the Litigation, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation or any other suit, action, or proceeding; and (b) shall not be construed, deemed, or offered as an admission or concession by any of the Parties or Settlement Class Members or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of the Settlement Agreement, the Order Granting Preliminary Approval, or this Final Order and Judgment, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, relative degree of fault, release, or other similar theory asserted by any of the Released Persons. In the event that the Settlement Agreement does not become effective pursuant to its terms, the Settling Defendants retain full rights to contest certification of any class for litigation purposes.

20. Without further approval from the Court, and without the express written consent of Class Counsel and Settling Defendants' Counsel, on behalf of all Parties, the Settlement Agreement is not subject to any change, modification, amendment, or addition.

21. The terms of the Settlement Agreement and of this Final Order and Judgment are forever binding on the Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all Persons within the definition of the Settlement Class in Paragraph 5.1 of the Settlement Agreement and who did not submit timely and valid Requests for Exclusion that were recognized as such in accordance with the procedures in the Settlement Agreement and the Order Granting Preliminary Approval.

22. Class Counsel are hereby awarded attorneys' fees, costs, and expenses in the amount of _____. Pursuant to Paragraph 11.2 of the Settlement Agreement, such amount shall be paid from the Qualified Settlement Fund by the Escrow Agent to Class Counsel, upon production to the Escrow Agent of a copy of this Order, no later than fourteen (14) calendar days after the Effective Date, if such date occurs. Settling Defendants shall have no obligation for such amounts.

23. The "holdback assessment" required by Case Management Order No. 3 (Entry No. 72), entered by the Court on April 26, 2019, shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel.

24. In the event that the Settlement does not reach Final Judgment, this Final Order and Judgment, the Order Granting Preliminary Approval, and any other orders of the Court relating to the Settlement Agreement shall be deemed vacated, null and void, and of no further force or effect, except as otherwise provided by the Settlement Agreement, and any unexpended Settlement Funds shall be returned to Settling Defendants as provided in Paragraph 9.10 of the Settlement Agreement.

SO ORDERED this _____ day of _____, 202__.

_____
The Honorable Richard M. Gergel
United States District Judge

EXHIBIT C

EXHIBIT C: ALLOCATION PROCEDURES

This Document describes the Allocation Procedures referred to in Section 11.5 of the Settlement Agreement. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement (which are included in the Definitions Annex attached hereto).

The Court will appoint a Special Master and Claims Administrator pursuant to Rule 53 of the Federal Rules of Civil Procedure to oversee the allocation of the Settlement Funds. They will adhere to their duties set forth herein and in the Settlement Agreement. The Special Master will generally oversee the Claims Administrator and make any final decision(s) related to any appeals by Qualifying Settlement Class Members and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation and payment functions described below. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may also seek the assistance of Interim Class Counsel's consultants who assisted in designing the Allocation Procedures.

Qualifying Settlement Class Members fall into one of two categories, Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members. The Settlement Funds will be allocated between and among Phase One Qualifying Settlement Class Members and Phase Two Qualifying Settlement Class Members as set forth in the Settlement Agreement and these Allocation Procedures.

The Claims Administrator shall not allow for duplicate recoveries for PFAS in or entering a Settlement Class Member's Public Water System.

A Settlement Class Member will not be allocated or receive its share of the Settlement Funds if it does not submit a timely and complete Claims Form.

Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. Putative Settlement Class Members may submit Claims Forms at any time following Preliminary Approval, but will not be assessed (other than for deficiencies), scored or paid until after the Effective Date. The Claims Forms will vary depending on the applicable class membership category (Phase One or Phase Two) and on the specific fund(s) from which compensation is sought.

DEFINITIONS

As used in this Settlement Agreement and its Exhibits, the following capitalized terms have the defined meanings set forth below. Unless the context requires otherwise, (a) words expressed in the masculine include the feminine and gender neutral, and vice versa; (b) the word "will" has the same meaning as the word "shall"; (c) the word "or" is not exclusive; (d) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not simply mean "if"; (e) references to any law include all rules, regulations, and sub-regulatory guidance promulgated thereunder; (f) the terms "include," "includes," and "including" are deemed to be followed by "without limitation"; and (g) references to dollars or "$" are to United States dollars.

All capitalized terms herein shall have the same meanings set forth in the Settlement Agreement or in the additional definitions set forth below.

"Adjusted Base Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Adjusted Flow Rate" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Base Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Baseline Testing" has the meaning set forth in Paragraph 4(b) of these Allocation Procedures.

"Capital Costs Component" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Impacted Water Source" means a Water Source tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.

"Litigation Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Operation and Maintenance Costs Component" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"PFAS Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"PFOA" means Chemical Abstracts Service registry number 45285–51–6 or 335–67–1, chemical formula C8F15CO2, perfluorooctanoate, along with its conjugate acid and any salts, isomers, or combinations thereof.

"PFOS" means Chemical Abstracts Service registry number 45298–90–6 or 1763–23–1, chemical formula C8F17SO3, perfluorooctanesulfonate, along with its conjugate acid and any salts, isomers, or combinations thereof.

"Proposed Federal PFAS MCLs" means the maximum level of a specific PFAS analyte (or a mixture containing one or more PFAS analytes) in Drinking Water that can be delivered to any user of a Public Water System without violating the rule proposed in 88 Fed. Reg. 18,638, 18,748 (Mar. 29, 2023) (proposing 40 C.F.R. § 141.61(c)(34)–(36) & n.1). If the federal PFAS MCLs are finalized before the Court issues Final Approval, the final federal PFAS MCLs will be utilized instead of the Proposed Federal PFAS MCL; otherwise, the Proposed Federal PFAS MCLs will be used.

"Public Water Provider Bellwether Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Qualifying Test Result" means any result of a test conducted by or at the direction of a Qualifying Settlement Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the Qualifying Settlement Class Member by a certified laboratory or other Person, that used any state- or federal agency-approved or -validated analytical method to analyze Drinking Water or water that is to be drawn or collected into a Qualifying Settlement Class Member's Public Water System.

"Regulatory Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Settlement Award" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"State MCL" means the Maximum Contaminant level of a specific PFAS analyte (or a mixture containing one or more PFAS analytes) in Drinking Water that can be delivered to any user of a Public Water System without violating the law of the state where that Public Water System is located as of the Settlement Date.

1. **Allocation Procedures Overview**

(a) Qualifying Settlement Class Members fall into one of two categories: Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members, as defined below. Phase One Qualifying Settlement Class Members will be allocated 55% of the Settlement Funds for Phase One, and the remainder of the Settlement Funds will be allocated to Phase Two Qualifying Settlement Class Members.[1]

(b) A Settlement Class Member will not be allocated or receive its share of the Settlement Funds if it does not timely complete and submit the appropriate Claims Form(s).

(c) The Claims Administrator will verify that each Person that submitted a Claims Form is a Qualifying Settlement Class Member and the category into which the Qualifying Settlement Class Member falls.

(i) A Phase One Qualifying Settlement Class Member is a Public Water System in the United States of America that draws or otherwise collects from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.

(ii) Phase One Qualifying Settlement Class Members may receive an Allocated Amount of Settlement Funds from one or more of the following five separate payment sources as determined by the Claims Administrator using criteria described below:

(a) Phase One Very Small Public Water System Payments;

(b) Phase One Inactive Impacted Water System Payments;

(c) Phase One Action Fund;

(d) Phase One Supplemental Fund;

(e) Phase One Special Needs Fund;

(iii) .

(iv) A Phase Two Qualifying Settlement Class Member is a Public Water System in the United States of America that:

(a) is not a Phase One Qualifying Settlement Class Member and

(b) is subject to the monitoring rules set forth in UCMR 5 or is required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the

[1] This split is subject to adjustments by the Court.

water they provide for PFAS before the UCMR 5 deadline.

(v) Phase Two Qualifying Settlement Class Members may receive Settlement Funds from one or more of the following five separate sources, as as determined by the Claims Administrator using criteria described below:

(a) Phase Two Very Small Public Water System Payments;

(b) Phase Two Baseline Testing Payments;

(c) Phase Two Action Fund;

(d) Phase Two Supplemental Fund; and

(e) Phase Two Special Needs Fund

(d) The initial step for establishing Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the appropriate Claims Form(s). The term "Claims Form" may refer to any of seven separate forms:

(i) Phase One Public Water System Claims Form;

(ii) Phase One Supplemental Fund Claims Form;

(iii) Phase One Special Needs Fund Claims Form;

(iv) Phase Two Testing Claims Form;

(v) Phase Two Public Water System Claims Form;

(vi) Phase Two Supplemental Fund Claims Form; and

(vii) Phase Two Special Needs Fund Claims Form.

(e) These Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. Putative Settlement Class Members can begin providing information required by the Claims Forms once an Order Granting Preliminary Approval has been issued, then finalize submission following the Effective Date. The Claims Administrator will not assess (other than for deficiencies) or score Claims Forms or make any payment until after the Effective Date, although the Claims Administrator may notify the Settlement Class Member of any deficiency in the submission prior to that time.

(f) The Claims Forms will vary depending on whether a Person is a Phase One Qualifying Settlement Class Member or Phase Two Qualifying Settlement Class Member and on the specific sources from which compensation is sought.

(g) The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate. Based on this data, the Claims Administrator will then confirm whether each Person is a Phase One Qualifying Settlement Class Member or a Phase Two Qualifying Settlement Class Member, determine the amount each Person should be allocated from each source from which the Person seeks compensation. Should any portion of the Settlement Funds remain following the completion of the claims process, it will be distributed to Phase One Qualifying Settlement Class Members who qualify for the Phase One Action Fund and Phase Two Qualifying Settlement Class Members who qualify for the Phase Two Action Fund in proportion to the Allocated Amount to each Person from each fund. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

(h) The Claims Administrator shall not allow for duplicate recoveries for PFAS in or entering a Qualifying Settlement Class Member's Public Water System.

(i) Submission of the relevant Public Water System Settlement Claims Forms will be considered timely if made within the Claims Period specified for each Claims Form below.

2. **Verification of Qualifying Settlement Class Members**

(a) The Claims Administrator will first verify that **each** Person is a Qualifying Settlement Class Member and meets all the following criteria:

(i) The Person is or owns a Public Water System in the United States;

(ii) The Public Water System is identified in the U.S. EPA Safe Drinking Water Information System as one of the following:

(a) Community Water System,

(b) Non-Transient Non-Community Water System, or

(c) Transient Non-Community Water System?

(b) The Claims Administrator will then determine whether the Qualifying Settlement Class Member meets at least one of the following criteria:

(i) The Public Water System draws or otherwise collects water from any Water Source that is an Impacted Water Source.

(ii) The Public Water System, as of June 30, 2023, is:

(a) Subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or

(b) Required under applicable federal or state law to test or otherwise analyze any of its Water Sources for PFAS before the UCMR 5 deadline.

(c) The following Public Water Systems are excluded as Qualifying Settlement Class Members:

(i) Any Public Water System that is in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; absent a request by these Public Water Systems to be included as a Qualifying Settlement Class Member.

(ii) Any Public Water System owned and operated by a state government, that cannot sue or be sued in its own name.

(iii) Any Public Water System owned and operated by the federal government, that cannot sue or be sued in its own name.

(iv) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

3. **Validation of Data**

(a) The Claims Administrator will review the information provided on a Qualifying Settlement Class Member's relevant Claims Form(s) to ensure it is complete. Each Impacted Water Source identified by a Qualifying Settlement Class Member shall be submitted with verified supporting documentation as specified in the Claims Form(s).

(b) The Claims Administrator will examine each Impacted Water Source's test results to confirm that all sample results are Qualifying Test Results. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a source of water that is or was utilized by the Qualifying Settlement Class Member to provide Drinking Water.

(c) The Claims Administrator will confirm each Qualifying Settlement Class Member's population served or number of service connections with information provided by the Qualifying Settlement Class Member to the U.S. EPA or state agency. Any conflicts in population served or service connections data will be resolved in favor of the data most recently reported to the United States EPA or state agency. For purposes of determining whether a Public Water System is subject to UCMR 5, a Public Water System's population served is determined by the SDWIS as of February 1, 2021.

(d) For each Impacted Water Source identified by a Qualifying Settlement Class Member, the Claims Administrator will verify the maximum flow rate of a groundwater well or the flow rate of the water that enters the treatment plant of a surface water system. The Claims Administrator will also verify the three highest annual average flow rates of a groundwater well or the flow rate of the water that enters a treatment plant of a surface

water system over a ten-year period (2013-2022). Documentation related to the flow rates of each Impacted Water Source must be verified by each Qualifying Settlement Class Member as part of the Claims Form.

(e) The Claims Administrator will notify Qualifying Settlement Class Members with incomplete Claims Forms of the requirements to cure deficiencies.

4. **Phase One Allocation Methodology**

(a) **Phase One Verification**

The Claims Administrator will verify each Phase One Qualifying Settlement Class Member's eligibility by confirming it has one or more Impacted Water Sources as of June 30, 2023.

(b) **Phase One Baseline Testing**

(i) Each Phase One Qualifying Settlement Class Member must test each of its Water Sources for PFAS, request from the laboratory that performs the analyses all analytical results, including the actual numeric values, and submit detailed PFAS test results to the Claims Administrator on a Claims Form by a date specified below. This process is referred to as "Baseline Testing."

(ii) Any untreated or treated Water Source tested on or before the Settlement Date, using a state- or federal-approved methodology and found to contain a detection of PFAS, does not need to test that Water Source again for purposes of Baseline Testing.

(iii) Non-Detections

(a) Untreated Water Sources tested under the Testing Methodology on or after December 7, 2021 that have test results that do not show a detection of PFAS at any level do not have to retest.

(b) Untreated and Treated Water Sources tested prior to December 7, 2021 that have test results that do not show a detection of PFAS at any level must retest.

(iv) Baseline Testing requires the following:

(a) PFAS analysis must be conducted at a minimum for PFAS analytes for which UCMR 5 requires,

(b) the PFAS test results must report any measurable concentration of PFAS, regardless of whether the level of PFAS detected in the water is above or below UCMR 5's relevant minimum reporting level, and

(c) testing shall be done on untreated (raw) water.

(v) Failure to test and submit Qualifying Test Results for Water Sources will disqualify untested Water Sources from consideration for present and future payments.

(c) **Phase One Supplemental Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase One Supplemental Fund 5% of the total Settlement Funds allocated to Phase One Qualifying Settlement Class Members.

(ii) The Phase One Supplemental Fund will be used to compensate the following Phase One Qualifying Settlement Class Member's Water Sources:

(a) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCLs at the time its Claims Form is submitted and because of later PFAS testing obtains a higher Qualifying Test Result with a measurable concentration of PFAS that exceeds the proposed federal PFAS MCLs or an applicable state MCL, or

(b) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Claims Form is submitted but later exceed a future state or federal PFAS MCL.

(iii) If the federal PFAS MCLs are finalized before the Court issues Final Approval, the final federal PFAS MCLs will be utilized instead of the proposed federal PFAS MCL, otherwise the proposed federal PFAS MCLs will be used.

(iv) A Phase One Qualifying Settlement Class Member may submit a Phase One Supplemental Fund Claims Forms to the Claims Administrator at any time up to and including December 31, 2030 or until the Supplemental Fund is exhausted.

(v) For each Impacted Water Source that has submitted a Phase One Supplemental Claims Form, the Claims Administrator will individually calculate to approximate, as closely as is reasonably possible, the amount that each Impacted Water Source would have been allocated had it been in the Phase One Action Fund with an MCL exceedance.

(vi) The Claims Administrator shall issue funds from the Phase One Supplemental Fund in amounts that reflect the difference between the amount the Impacted Water Source would have been allocated had it been in the Phase One Action Fund with

an MCL exceedance and what the Qualifying Settlement Class Members has already received, if anything.

The Claims Administrator shall pay any money remaining in the Phase One Supplemental Fund as of December 31, 2030, to the Phase One Qualifying Settlement Class Members participating in the Phase One Action Fund.

(d) **Phase One Special Needs Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase One Special Needs Fund 5% of the total settlement funds allocated to Phase One Qualifying Settlement Class Members.

(ii) Over the last decade, Qualifying Settlement Class Members may have taken different types of actions to address PFAS in their Impacted Water Sources. Many have also faced state PFAS advisories and regulations. Examples of such actions include, but are not limited to,: taking wells offline, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water.

(iii) The Phase One Special Needs Fund is intended to compensate those Phase One Qualifying Settlement Class Members who spent money to address PFAS detections in their Impacted Water Sources. This is in addition to any other compensation provided by this settlement.

(iv) Phase One Qualifying Settlement Class Members may submit to the Claims Administrator a Phase One Special Needs Fund Claims Forms up to 45 days after the deadline for the Public Water System Settlement Claims Form.

(v) After receiving all timely Phase One Special Needs Fund Claims Forms, the Claims Administrator will review such forms and determine which Qualifying Settlement Class Members shall receive additional compensation and the amount of compensation. The Claims Administrator will recommend the awards to the Special Master who will ultimately approve or reject them.

(vi) Any monies leftover in the Phase One Special Needs Fund will be paid to Phase One Qualifying Settlement Class Members participating in the Phase One Action Fund on a pro rata basis. This does not include recipients of the Phase One Very Small Public Water System Payments or the Inactive Impacted Water System Payments.

(e) **Phase One Public Water System Settlement Claims Forms**

(i) The deadline for Phase One Qualifying Settlement Class Members to submit Phase One Public Water System Claims Forms for all Impacted Water Sources is 60 days after the Effective Date. This deadline can be extended by the Claims Administrator only if the Phase One Qualifying Settlement Class Member demonstrates that it has, prior to such deadline, submitted water samples necessary to meet the requirements of Baseline Testing and is awaiting analytical results from laboratory capable of issuing a Qualifying Test Result.

(ii) The Claims Administrator will review each Phase One Public Water System Claims Form to determine whether the Phase One Qualifying Settlement Class Member should receive a Phase One Very Small Public Water System Payment, an Inactive Water System Payment or if they should participate in the Phase One Action Fund.

(f) **Phase One Very Small Public Water System Payments**

(i) All Phase One Qualifying Settlement Class Members that are listed in the SDWIS as Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems serving less than 3,300 people may apply for Phase One Very Small Public Water System Payments.

(ii) The Claims Administrator will issue Phase One Very Small Public Water System Payments for each Very Small Public Water System as follows:

(a) Transient Non-Community Water Systems will receive $1,250.

(b) Non-Transient Non-Community Water Systems serving less than 3,300 people will receive $1,750.

(iii) Recipients of the Phase One Very Small Public Water System Payments are not eligible for any payments from the Phase One Supplemental Fund, Phase One Special Needs or the Phase One Action Fund.

(g) **Inactive Impacted Water System Payments**

(i) Qualifying Settlement Class Members that are classified in the SDWIS as Inactive that own one or more Impacted Water Source will receive a one-time payment of $500.

(ii) Recipients of the Inactive Impacted Water Systems Payment are not eligible for any payments from the Phase One Supplemental Fund, Phase One Special Needs Fund, or the Phase One Action Fund.

(h) **Phase One Action Fund**

(i) The Claims Administrator will calculate the amount of the Phase One Action Fund after the Escrow Agent has transferred from that fund the amounts described above for the Phase One Special Needs Fund, the Phase One Supplemental Fund, the Inactive Impacted Water System Payments, and the Phase One Very Small Public Water System Payments. The Phase One Action Fund will be allocated to the Phase One Qualifying Settlement Class Member's Impacted Water Sources using the following allocation methodology.

(ii) PFAS Score

(a) For purposes of calculating each Impacted Water Source's PFAS Score, the Claims Administrator will examine the Phase One Qualifying Settlement Class Member's Phase One Public Water System Claims Form to determine the highest concentration, expressed in parts per trillion (ppt, or nanograms per liter), that the Impacted Water Source has shown, according to one or more Qualifying Test Results, for PFOA, for PFOS, and for any other single PFAS analyte listed on the Claims Form.

(b) The Claims Administrator will determine each Impacted Water Source's PFAS Score by taking the **GREATER** result of either:

i) the sum of the maximum levels of PFOA and PFOS, or

ii) the sum of the maximum levels of PFOA and PFOS averaged with the square root of the maximum level of any other single PFAS analyte listed in the Claims Form.

PFAS Score = {[(PFOA (Max Level) + PFOS (Max Level)] + Other PFAS (Max level)$^{0.5}$} / 2

Examples of Determining PFAS Score:

CWS 1 owns and operates 4 water sources: Surface Water (SW) System A, Well B, Well C, and Well D. The maximum levels of each PFAS chemical of each water source and the PFAS Scores are listed below.

Impacted Water Source	Sum of PFOS + PFOA	Avg. of (PFOA + PFOS) & Max Other PFAS	PFAS Score	Max PFOA	Max PFOS	Max PFNA	Max PFHxS	Max PFHxA
SW System A	**62**	35.15	62	15	47	8.3	5	0
Well B	**0.95**	.475	0.95	0.95	0	0	0	0
Well C	**0**	**0**	0	0	0	0	0	0
Well D	15.2	**27.6**	27.6	12	3.2	0	1600	5.2

(iii) **Adjusted Flow Rate**

(a) Impacted Water Sources' flow rates can be reported in the Claims Forms in either gallons per minute (gpm) or million gallons per day (MGD). One thousand (1,000) gpm equals 1.44 MGD because there are one thousand four hundred forty (1,440) minutes in each day. The Claims Administrator must convert the MGD reported flow rates into gpm for all calculations.

(b) Groundwater Impacted Water Sources should report flow rates from the groundwater well. Surface water Impacted Water Sources should report the flow rates from the water that enters the treatment plant.

(c) The Claims Administrator will determine the adjusted flow rate of each Impacted Water Source by first averaging the three highest annual average flow rates that that the Qualifying Settlement Class Member drew from the groundwater Impacted Water Source or that entered the surface water treatment plant. The three highest annual average flow rates can be selected from a ten-year period from 2013-2022. This average will then be averaged with the verified maximum flow rate of a groundwater Impacted Water Source or the maximum flow rate entering a surface water Impacted Water Source.

(d) If the Phase One Qualifying Settlement Class Member can demonstrate that an Impacted Water Source was taken offline or reduced its flow rate as a result of PFAS contamination and additional years are needed to obtain

accurate flow rates not impacted by PFAS, the Claims Administrator can consider years beyond the 2013-2022 timeframe.

(e) For purposes if the Allocation Procedures, a purchased water connection from a seller that is a Water Source is not a Water Source.

(f) For purposes of the Allocation Procedures, a Public Water System's multiple intakes from one distinct surface water source are deemed to be a single Impacted Water Source so long as the intakes supply the same water treatment plant and therefore only one adjusted flow rate is used.

(g) For purposes of the Allocation Procedures, a Public Water System's intakes from one distinct surface water source that supply multiple water treatment plants, are deemed to each be a separate Impacted Water Source and therefore require an adjusted flow rate for each water treatment plant.

(h) For purposes of the Allocation Procedures, a Public Water System's multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) are deemed to each be a separate Impacted Water Source and therefore require an adjusted flow rate for each groundwater well.

(i) If a water treatment plant is blending both surface water and groundwater before treatment, only one adjusted flow rate is required.

(j) In the event a Public Water System owns both groundwater wells and surface water system(s) that have separate treatment plants, they shall be deemed to each be a separate Water Source.

(iv) Base Score Calculations

(a) The Base Score will be calculated using two primary components: a proxy for capital costs and a proxy for operation and maintenance (O&M) costs. Capital costs are driven primarily by the size of the Impacted Water Source. O&M costs are primarily driven by the size of the Impacted Water Source and the concentration of PFAS.

Base Score = Capital Costs Component + Operation and Maintenance Costs Component

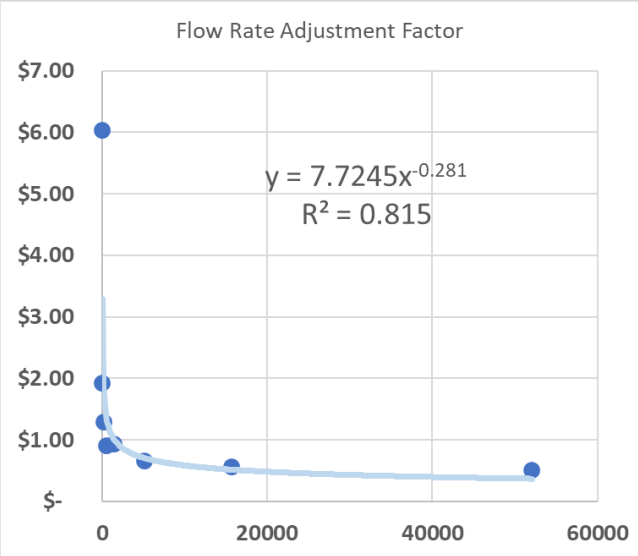
(b) **Capital Costs Component**

i) The EPA published a revision of its "Work Breakdown Structure-Based Cost Model for Granular Activated Carbon Drinking Water Treatment" in March 2023. This publication includes a Work Breakdown Structure (WBS) model that estimates the cost of treating PFAS contamination based on the flow rate of an Impacted Water System. A cost curve can be derived from the EPA WBS which expresses treatment costs in cost per thousand gallons produced. The below "Flow Rate Adjustment Factor" graph is the cost curve relating the treatment cost per thousand gallons as a function of overall size. This cost curve recognizes a decrease in unit cost as the flow rate for an Impacted Water Source increases. Each Impacted Water Source's capital costs component of the Base Score is calculated off this cost curve.

Capital Costs Component = (EPA unit cost * flow rate)

Treatment cost per thousand gallons = $7.7245 * (\text{flow rate})^{-0.281}$

Capital Costs Score = annual 1000 G units * treatment cost per thousand gallons



(c) Operation and Maintenance Costs Component

i) The factors that affect O&M can be complex and depend on a range of factors (including but not limited to influent source quality, pH,

temperature, type and concentration of PFAS influent, media used, etc.). However, the volume capacity of treatment media to remove PFAS decreases as the concentration of PFAS increases. This necessitates more frequent replacements of the treatment media, which increases the quantity of spent media that must be discarded. This increases the O&M costs of PFAS treatment.

ii) There is an observed increase in O&M costs as PFAS concentrations increase. The available data suggests that as concentrations increase, O&M costs will increase in a non-linear, curved relationship as it is easier and less expensive to remove higher concentrations up to a certain level. The increase in O&M costs is thus a function of the PFAS levels and the size of the system (reflected in the capital cost component). The following equation represents this relative relationship which considers that all Qualifying Settlement Class Members will require basic O&M tied to the capital cost component as well as additional O&M driven by the level of PFAS concentrations.

O&M Cost Component = ((PFAS Modifier * PFAS Score) * Capital Cost Component + Capital Cost Component)

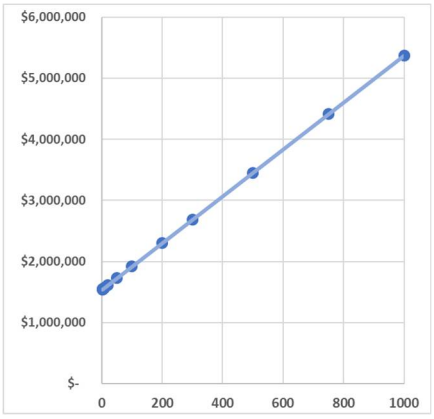
PFAS Modifier = 0.005

iii) The result is an exponential reduction in the unit cost of PFAS removal as PFAS concentrations increase. This exponential effect is captured in part by the Allocation Procedures' nonlinear approach to flow rates and in part by the Allocation Procedures' use of a square-root factor for certain PFAS analytes.

(EPA unit cost * flow rate) + ((PFAS Modifier * PFAS Score) * Capital Cost Component + Capital Cost Component)

iv) When the Base Score is calculated where the O&M Cost component and capital costs component are combined a roughly 3-fold difference is obtained over the regulatory threshold of 4ppt to 1000ppt. The results of this calculation are shown in the below example for the EPA WBS standard design system at 1494 GPM as a function of relative PFAS concentrations.

(EPA unit cost * flow rate) + ((PFAS Modifier * PFAS Score) * Capital Cost Component + Capital Cost Component)



Example of Determining Base Score

CWS 1's SW System A has a PFAS Score of 62 and an adjusted flow rate of 1,494 gpm.

Cost per 1,000 gallon production = 7.7245 * (1,494) $^{-0.281}$ = .99

Annual 1000 gallons units (1,494 * 60 * 24 *365) / 1,000 = 785,246

Capital Costs Component = 785,246 * .99 = 777,828

O&M Costs Component = ((62 * .005) * 777,828) + 777,828 = 1,018,955

Base Score = 777,828 + 1,018,955 = 1,796,783

(v) **Adjusted Base Score**

After calculating the Base Score of each Impacted Water Source, the Claims Administrator will apply any bumps to the based on certain factors defined below. This will yield the Adjusted Base Score for each Impacted Water Source.

a) **Regulatory Bump**:

i) An Impacted Water Source's Base Score will receive a regulatory bump if the Impacted Water Source:

a. exceeds the proposed federal PFAS MCL for PFOS or PFOA, (4 ppt PFOA, 4 ppt PFOS),

b. exceeds the proposed federal PFAS Hazard Index MCL (based on 9 ppt PFHxS, 10 ppt GenX chemicals, 10 ppt PFNA, 2000 ppt PFBS – applying the Hazard Index formula set forth in 88 Fed. Reg. 18,638, 18,748 (Mar. 29, 2023) (proposing 40 C.F.R. § 141.61(c)(36) & n.1 (2023)), or

c. exceeds an applicable state PFAS MCL that is below the proposed federal PFAS MCL for the same PFAS analyte, or exceeds an applicable state MCL for which there is no proposed federal PFAS MCL.

ii) The Claims Administrator will consider all proposed federal PFAS MCL and existing state MCLs for the same PFAS analyte existing on the date the Court issues a Final Approval to determine if an Impacted Water Source has ever exceeded any applicable standard.

iii) The Claims Administrator will adjust the Base Score for those Impacted Water Sources that are subject to the regulatory bump by a positive adjustment factor of 4.00.

(b) **Litigation Bump**

i) The litigation bump applies to all Impacted Water Sources of any Qualifying Settlement Class Members that as of the Settlement Date had pending litigation in the United States of America in which it asserts against any Released Party any claim related to alleged, actual, or potential PFAS contamination of Drinking Water.

ii) No more than one litigation bump may apply to an Impacted Water Source.

iii) For cases on file by December 31, 2020, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.25.

iv) For cases filed during 2021, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.20.

v) For cases on filed during 2022, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.15.

vi) For cases filed between January 1, 2023 and the Settlement Date, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.10.

(c) **Public Water Provider Bellwether Bump**

i) The Public Water Provider bellwether bump applies to the Impacted Water Sources that are owned or operated by Qualifying Settlement Class Members who served as one of the ten public water provider bellwether plaintiffs.

ii) More than one Public Water Provider bellwether bump can be applied to an Impacted Water Source (i.e., the Settlement Class Member selected as the final public water provider bellwether plaintiff will receive all three adjustments provided below).

iii) The Claims Administrator will adjust the Base Scores for Qualifying Settlement Class Members that were selected as one of the ten Tier One public water provider bellwether cases by a positive adjustment factor of 0.15.

iv) The Claims Administrator will adjust the Base Scores for Qualifying Settlement Class Members that were selected as one of the three Tier Two public water provider bellwether cases by a positive adjustment factor of 0.20.

v) For each Impacted Water Source, the Claims Administrator will adjust the Base Scores for the Qualifying Settlement Class Member that was selected as the final public water provider bellwether case by a positive adjustment factor of 0.25.

(d) Claims Administrator will sum the applicable bump adjustments and multiply the summed adjustments by the Base Score. Then, the Claims Administrator will take this total and add it to the Base Score to determine the Adjusted Base Score.

Adjusted Base Score = (Sum of Adjustments * Base Score) + Base Score

Example of Determining Adjusted Base Score

CWS 1's SW System A's PFAS levels exceed the federal proposed MCL. CWS 1 filed a lawsuit in the AFFF MDL on November 1, 2022 against Settling Defendants and it was not selected as a Public Water Provider Bellwether Plaintiff. System A will receive the following Bumps:

Regulatory Bump:	4.00
Litigation Bump:	0.15
Total Adjustment:	4.15

Adjusted Base Score = (Sum of Adjustments * Base Score) + Base Score

(4.15 * 1,796,783) + 1,796,783 = **9,253,432.5**

(v) Settlement Award

(a) The Claims Administrator will first divide an Impacted Water Source's Adjusted Base Score by the sum of all Adjusted Base Scores. This number gives each Impacted Water Source its percentage of the Phase One Action Fund. Then, that percentage is multiplied by the Phase One Action Fund to provide the Allocated Amount for each Impacted Water Source.

(b) A Phase One Settlement Class Member participating in the Phase One Action Fund should NOT receive an Allocated Amount less than the Very Small Public Water System Payment for a Non-Transient Non-Community Water System.

Allocated Award = (Adjusted Base Score / Sum of All Adjusted Base Scores) x (Phase One Action Fund)

(vi) Claims Administrator Notification to Phase One Qualifying Settlement Class Members

The Claims Administrator will notify each Phase One Qualifying Settlement Class Member of the Allocated Amount(s) for all its Impacted Water Sources.

(vii) Requests for Reconsideration to the Claims Administrator

(a) After a Phase One Qualifying Settlement Class Member receives notification of its Allocated Award from the Claims Administrator, it will have ten (10) business days from the receipt of such notification to request that the Special Master reconsider a part of the calculation based on a mistake/error alleged to have occurred. (The Phase

One Qualifying Settlement Class Member has no other appellate rights.)

(b) After the Special Master receives all timely requests for reconsideration, the Special Master within ten (10) business days will request that the Claims Administrator correct any mistakes/errors and run the calculations again, if warranted.

(c) Within thirty (30) calendar days of completing the reconsideration process, the Claims Administrator will issue payment(s) to each Qualifying Settlement Class Member that has submitted an approved claim.

5. **Phase Two Allocation Methodology**

(a) **Phase Two Verification**

(i) The Claims Administrator will verify each Phase Two Qualifying Settlement Class Member's eligibility by determining the following:

(a) It is subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people); or

(b) It is required under applicable state law to test or otherwise analyze any of its Water Sources or the water it provides for PFAS before the UCMR 5 Deadline?

(b) **Phase Two Baseline Testing**

(i) Each Phase Two Qualifying Settlement Class Member must comply with Baseline Testing requirements and submit the results to the Claims Administrator within 45 calendar days after receiving the test results, absent what the Claims Administrator deems in writing to be an extraordinary circumstance, and no later than July 1, 2026.

(ii) Each Phase Two Qualifying Settlement Class Member will verify that it has tested all its Water Sources for PFAS prior to its submission of the Claims Form.

(iii) A Phase Two Qualifying Settlement Class Member that does not fully and timely satisfy Baseline Testing requirements may be declared by the Claims Administrator to be ineligible to receive further payment from Phase Two.

(iv) The Claims Administrator shall provide the Parties quarterly updates on the detailed Baseline Testing PFAS results and a final report on those results by July 1, 2026.

(c) **Phase Two Baseline Testing Payments for Phase Two Qualifying Settlement Class Members**

(i) A Phase Two Qualifying Settlement Class Member can use the Phase Two Baseline Testing Payments to conduct PFAS testing that could help it establish eligibility for payments from the Phase Two Action Fund.

(ii) A Phase Two Qualifying Settlement Class Member may submit a Phase Two Testing Claims Form to the Claims Administrator for payments to offset part or all of the cost of conducting Phase Two Baseline Testing prior to January 1, 2026. A Phase Two Qualifying Settlement Class Member must list in its Phase Two Testing Claims Form each Water Source required to be tested under Baseline Testing requirements.

(iii) The Claims Administrator will issue payment in the amount of $200 for each Water Source listed on the Phase Two Testing Claims Form within a reasonable time from submission.

(d) **Phase Two Supplemental Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase Two Supplemental Fund 5% of the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Phase Two Supplemental Fund will be used to compensate the following Phase Two Qualifying Settlement Class Members' Impacted Water Sources:

(a) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Phase Two Claims Form is submitted and because of later PFAS testing obtains a Qualifying Test Result with a measurable concentration of PFAS that exceeds the proposed federal PFAS MCLs or applicable state MCL, or

(b) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Claims Form is submitted but later exceed a future state or federal PFAS MCL.

(iii) A Phase Two Qualifying Settlement Class Member may submit a Phase Two Supplemental Fund Claims Form at any time up to and including December 31, 2030.

(iv) Application to the Phase Two Supplemental Fund may be made by Qualifying Settlement Class Members on a continuous basis and one time for each Impacted Water Source until the funds are exhausted.

(v) For each Impacted Water Source that has submitted a Phase Two Supplemental Claims Form, the Claims Administrator will individually calculate to approximate, as closely as is reasonably possible, the amount that each Impacted Water Source would have been allocated had it been in the Phase Two Action Fund with an MCL exceedance.

(vi) The Claims Administrator shall issue funds from the Phase Two Supplemental Fund in amounts that reflect the difference between the amount the Impacted Water Source would have been allocated had it been in the Phase Two Action Fund with an MCL exceedance and what the Qualifying Settlement Class Members has already received, if anything.

(vii) The Claims Administrator shall pay any money remaining in the Phase Two Supplemental Fund as of December 31, 2030, to the Phase Two Qualifying Settlement Class Members participating in the Phase Two Action Fund.

(e) **Phase Two Special Needs Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase Two Special Needs Fund 5% of the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Phase Two Special Needs Fund is intended to compensate those Phase Two Qualifying Settlement Class Members who spent money to address PFAS detections in their Impacted Water Sources. This is in addition to any other compensation provided by this settlement.

(iii) Phase Two Special Needs Fund Claims Forms must be received by August 1, 2026.

(iv) After receiving all timely Phase Two Special Needs Fund Claims Forms, the Claims Administrator will review such forms and determine which Phase Two Qualifying Settlement Class Members shall receive additional compensation and the amount of compensation. The Claims Administrator will recommend the awards to the Special Master who will ultimately approve or reject them.

(v) Any monies leftover in the Phase Two Special Needs Fund will be paid to Phase Two Qualifying Settlement Class

Members participating in the Phase Two Action Fund on a pro rata basis. This does not include recipients of the Phase Two Very Small Public Water System Payments or of the Phase Two Testing Fund.

(f) **Phase Two Public Water System Settlement Claims Forms**

(i) The deadline for Phase Two Qualifying Settlement Class Members to submit Phase Two Public Water System Claims Forms for all Impacted Water Sources is June 30, 2026.

(ii) The Claims Administrator will review each Phase Two Public Water System Claims Form to determine whether the Phase Two Qualifying Settlement Class Member should receive a Phase Two Very Small Public Water System Payment or if they should participate in the Phase Two Action Fund.

(iii) Any Phase Two Qualifying Settlement Class Member that fails to timely submit a Phase Two Action Fund Claims Form, will not be entitled to additional monies.

(g) **Phase Two Very Small Public Water System Payments**

(i) All Phase Two Qualifying Settlement Class Members that are listed in the SDWIS as Transient Non-Community Water Systems that own an Impacted Water Source and Non-Transient Non-Community Water Systems serving less than 3,300 people that own an Impacted Water Source may apply for Phase Two Very Small Public Water System Payments.

(ii) The Claims Administrator will issue Phase Two Very Small Public Water System Payments for each Impacted Water Source as follows:

(a) Transient Non-Community Water Systems will receive $1,250 for each Impacted Water Source.

(b) Non-Transient Non-Community Water Systems serving less than 3,300 people will receive $1,750 for each Impacted Water Source.

(iii) Recipients of the Phase Two Very Small Public Water System Payments are not eligible for the Phase Two Supplemental Fund, the Phase Two Special Needs Fund or the Phase Two Action Fund.

(h) **Phase Two Action Fund**

(i) The Claims Administrator will calculate the amount of the Phase Two Action Fund by subtracting the total amount of the Phase Two Very Small Public Water System Payments, the

Phase Two Baseline Testing Payments, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund from the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Claims Administrator will individually calculate the amount for each Impacted Water Source owned or operated by a Phase Two Qualifying Settlement Class Member to approximate, as closely as is reasonably possible, the Allocated Amount that each Impacted Water Source would have been allocated had it been a Phase Two Qualifying Settlement Class Member applying for the Phase Two Action Fund.

(iii) In the event that the Phase Two Action Fund is insufficient to compensate all Phase Two Qualifying Settlement Class Members' Allocated Amounts, the Claims Administrator will reduce all Phase Two Qualifying Settlement Class Members' Allocated Amounts on a pro rata basis.

6. **Remaining Settlement Funds**

(a) Should any portion of the Settlement Funds remain following the completion of the claims process, they will be distributed to Phase One Qualifying Settlement Class Members who qualify for the Phase One Action Fund and Phase Two Qualifying Settlement Class Members who qualify for the Phase Two Action Fund in proportion to the respective amounts awarded to each Person from each fund. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

EXHIBIT D

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

INSTRUCTIONS

Please follow the instructions below to submit a claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the Claims Form Deadline. Late Claims Forms will not be considered.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For the Claims Form to be valid, Claimants must provide ALL information requested concerning the Public Water System (PWS) and its groundwater wells and/or surface water systems ("Water Source").

Baseline Testing: Any Water Source tested for PFAS prior to U.S. EPA's announcement of the testing requirements of UCMR 5 (December 2021), that did not result in a detection of PFAS, must re-test to meet Baseline Testing requirements. If a Water Source tested for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter) (the "Testing Methodology") and it did not result in a Measurable Concentration of PFAS, no further testing is required on that Water Source. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a Water Source that has been used to provide drinking water. BY SUBMITTING THIS CLAIMS FORM, YOU CERTIFY THAT THE PWS ON WHOSE BEHALF YOU ARE SUBMITTING THE CLAIMS FORM HAS TESTED ALL OF ITS TEST SITES FOR PFAS AFTER U.S. EPA'S ANNOUNCEMENT OF THE TESTING REQUIREMENTS OF UCMR 5 USING THE TESTING METHODOLOGY.

A PWS that does not timely return a completed Claims Form and all of the required documents forfeits any right to participate in this settlement. For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

SECTION 1.1 PWS GENERAL INFORMATION

Public Water System (PWS) Name	

PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __
PWS Facility Address	Street		
	City	State	Zip

SECTION 1.2 PWS CONTACT INFORMATION

**Please note that communication for this Settlement may extend into the year 2030. Please provide contact information with this in mind and contact the Claims Administrator if any updates are required.*

Name of PWS Primary Contact		Job Title of PWS Primary Contact	
Telephone Number for Primary Contact	(__ __ __) __ __ __ - __ __ __ __	Fax Number	(__ __ __) __ __ __ - __ __ __ __
Email Address for Primary Contact		PWS "General" Email (if available)	
Name of PWS Secondary Contact		Job Title of PWS Secondary Contact	
Telephone Number for Secondary Contact	(__ __ __) __ __ __ - __ __ __ __	Email Address for Secondary Contact	
PWS Mailing Address **Payments will be sent to this address*	Street/PO Box		
	City	State	Zip

SECTION 1.3 LAWSUIT INFORMATION (CHECK YES OR NO)	YES	NO
Has PWS filed a lawsuit to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems?		
If yes, is the lawsuit currently pending/filed in the AFFF MDL?		
If the lawsuit is NOT currently in the AFFF MDL, in which court is it pending?		
Case Number		

SECTION 1.4 ATTORNEY INFORMATION (IF APPLICABLE)	YES	NO
Is the PWS Represented by an Attorney? (Check Yes or No)		

Attorney Name		Law Firm Name	
Telephone Number	(_____) _____ - _____	Email Address	
Law Firm Employer Identification Number			

SECTION 2. QUALIFYING PWS INFORMATION		
QUALIFYING QUESTIONS (CHECK YES OR NO)	YES	NO
Is the PWS required to test under UCMR-5?		
Is the PWS required to test for PFAS by state law?		
Does the PWS serve at least 15 service connections used by year-round residents?		

Does the PWS serve at least 25 year-round residents?		
Does the PWS serve fewer than 3,300 according to SDWIS as of {Settlement Date}?		
Is the PWS in the United States of America or one of its territories?		
Is the PWS owned or operated by a state (or territory of the United States) or the federal government?		
PWS CODES WITHIN THE SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS)		
What is the PWS Owner Type Code as listed in SDWIS? **Please enter one of the following: "L-Local Government" or "M-Public/Private" or "P-Private" or "N-Native American" or "S-State Government" or "F-Federal Government"*		
If the PWS Owner Type Code is listed in SDWIS as either "S-State Government" or "F-Federal Government," does the PWS have the authority to sue or be sued in its own name? **Please enter one of the following: "Yes" or "No"*		
What is the PWS Facility Activity Code as listed in SDWIS?**Please enter one of the following: "Active", "Inactive", "Change from public to non-public", "Merged with another system" or "Potential future system to be regulated"*		
What is the PWS classification as listed in SDWIS? **Please enter one of the following: "Community Water System" or "Non-Transient Non-Community Water System" or "Transient Non-Community Water System"* *Note: If your type code is: (1) "Transient Non-Community Water System" OR (2) your type code is "Non-Transient Non-Community Water System" AND the PWS serves fewer than 3,300 people, skip to Section 6.*		

SECTION 3. WATER SOURCE SUMMARY INFORMATION	
GROUNDWATER WELL SUMMARY	**QUANTITY**
How many Groundwater Wells are owned or operated by the PWS?	
How many of these Groundwater Wells have been analyzed using a state or federal agency-approved analytical method consistent with the requirements of UCMR 5 (or stricter) and show a measurable concentration of PFAS prior to {Settlement Date}?	
How many of these Groundwater Wells have been analyzed using a state or federal agency-approved analytical method consistent with the requirements of UCMR 5 (or stricter) and **DO NOT** show a measurable concentration of PFAS since U.S. EPA's announcement of the testing requirements of UCMR 5?	
SURFACE WATER SYSTEM SUMMARY	**QUANTITY**
How many Surface Water Systems are owned or operated by the PWS?	
How many of these Surface Water Systems have been analyzed using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and show a measurable concentration of PFAS prior to {Settlement Date}?	
How many of these Surface Water Systems have been analyzed using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and **DO NOT** show a measurable concentration of PFAS since U.S. EPA's announcement of the testing requirements of UCMR 5?	

SECTION 4. WATER SOURCE INFORMATION	
Please complete and submit information from Section 4 for EACH Water Source. See "Addendum X" to provide information for each additional Water Source. *Note: Groundwater Well Impacted Water Sources should report Flow Rates from the Groundwater Well. Surface Water System Impacted Water Sources should report treatment capacity from the surface water treatment plant.*	
Name or description of the Water Source. *Note: This is the name or unique identifier listed on the testing laboratory chain of custody document.*	

Is this a Groundwater Well or Surface Water System? **Please enter "Groundwater Well" or "Surface Water System."* *Note: Please enter "Surface Water System" if a treatment plant is blending groundwater and surface water before treatment. Both systems are considered a Surface Water System.*		
WATER SOURCE QUESTIONS (CHECK YES OR NO)	**YES**	**NO**
Does the PWS own this Water Source?		
Does the PWS operate this Water Source?		
Has the water from this Water Source ever been used as drinking water?		
Was this Water Source tested or otherwise analyzed for PFAS using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and found to contain any measurable concentration of PFAS on or before the {Settlement Date}?		
Was this Water Source tested or otherwise analyzed for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and found **NOT** to contain any PFAS at any level?		

FLOW RATE / CAPACITY			
Please answer the below questions indicating the maximum flow rate / capacity for the water source. *Please indicate (check the correct box) if the measurement is in gallons per minute (GPM) or million gallons per day (MGD).*			
FLOW RATE / CAPACITY QUESTIONS	**MAX FLOW RATE / CAPACITY**	**GPM**	**MGD**
If this Water Source is a Groundwater Well, please enter the maximum flow rate.			
If this Water Source is a Surface Water System, please enter the maximum capacity of the treatment system.			

How was the maximum flow rate or capacity determined?	

For the following years, please enter the AVERAGE ANNUAL flow rate for the Impacted Water Source. If the flow rate was reduced or the source was taken offline due to PFAS contamination, please indicate by checking the box corresponding to that year. *Note: Please indicate if the measurement is in gallons per minute (GPM) or million gallons per day (MGD) by checking the corresponding box. If the source was not in a particular year, please enter "0" (zero) for the Average Annual Flow Rate.*

YEAR	AVERAGE ANNUAL FLOW RATE	GPM	MGD	Was the Avg. Annual Flow Rate reduced due to PFAS Contamination?
Groundwater Well Example: 2013	**1500**	✓		
Surface Water System Example: 2014	**4.3**		✓	
2013				
2014				
2015				
2016				
2017				
2018				
2019				

2020				
2021				
2022				

ADDITIONAL FLOW RATE INFORMATION (IF NECESSARY)

Each PWS is required to provide data for at least 3 years for which the Average Annual Flow Rate (AAFR) was <u>not</u> reduced due to PFAS contamination if available. If the PWS did not provide data for at least 3 years in which the AAFR was not reduced due to PFAS contamination (in the table above), please use the space below to provide additional information as needed. For example, if the AAFR for 9 of the previous 10 years has been reduced due to PFAS contamination, the PWS should provide 2 years of data below for the most recent unimpacted years.

YEAR	AVERAGE ANNUAL FLOW RATE	GPM	MGD
EXAMPLE: 2009	**3000**	✓	
EXAMPLE: 2010	**3500**	✓	

SECTION 5. PFAS TESTING RESULTS

PFOA CONTAMINATION TESTING

Please enter the below information to indicate **PFOA** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.*

See Addendum X to provide information for each additional Water Source.

Highest historical PFOA concentration in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOA concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

PFOS CONTAMINATION TESTING			
Please enter the below information to indicate **PFOS** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical PFOS concentration in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOS concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

OTHER PFAS CONTAMINATION TESTING			
Please enter the below information to indicate **other PFAS Chemical** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical concentration of **one** other PFAS Chemical in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical concentration of one other PFAS Chemical concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

SECTION 6. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	
Authorized Representative's Printed Name:	

Executed this _____day of _____ at _____(County), _____ (State).

DOCUMENTATION REQUIREMENTS

Please submit **ALL** documentation reflecting the information provided above including the following:
1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS
2. Lab issued testing chain of custody document
3. Documentation to support both Annual Average and Maximum Flow Rate or Treatment Plant Capacity of the Water Source
4. Filed and dated copy of the lawsuit filed by the PWS to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems
5. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant,

6. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant
7. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (5) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Supplemental Claims Form

INSTRUCTIONS

Please follow the instructions below to submit a Supplemental claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the {Supplemental Claims Form Deadline}. Late Claims Forms will not be considered.

A PWS should ONLY complete this Claims Form for Impacted Water Sources (IWS) with a positive PFAS detection as of {Settlement Date} that either (a) experienced a change in state or federal MCL regulations or (b) the PFAS contamination levels have shifted from below MCL regulations to above MCL regulations.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For the Claims Form to be valid, Claimants must provide ALL information requested concerning the Public Water System (PWS) and its Groundwater Wells and/or Surface Water Systems ("Water Source").

Baseline Testing: Any Water Source tested for PFAS prior to U.S. EPA's announcement of the testing requirements of UCMR 5 (December 2021), that did not result in a detection of PFAS, must re-test to meet Baseline Testing requirements. If a Water Source tested for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter) (the "Testing Methodology") and it did not result in a Measurable Concentration of PFAS, no further testing is required on that Water Source. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a Water Source that has been used to provide drinking water. BY SUBMITTING THIS CLAIMS FORM, YOU CERTIFY THAT THE PWS ON WHOSE BEHALF YOU ARE SUBMITTING THE CLAIMS FORM HAS TESTED ALL OF ITS TEST SITES FOR PFAS AFTER U.S. EPA'S ANNOUNCEMENT OF THE TESTING REQUIREMENTS OF UCMR 5 USING THE TESTING METHODOLOGY.

A PWS that does not timely return a completed Claims Form and all of the required documents forfeits any right to participate in this settlement. For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION			
SECTION 1.1 PWS GENERAL INFORMATION			
Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	— — - — — — — — — —
SECTION 2. WATER SOURCE INFORMATION			
Please complete and submit information from Section 4 for <u>EACH</u> Water Source. See "Addendum X" to provide information for each additional Water Source. *<u>Note</u>: Groundwater Well Impacted Water Sources should report Flow Rates from the Groundwater Well. Surface Water System Impacted Water Sources should report treatment capacity from the surface water treatment plant.*			
Name or description of the Water Source. *<u>Note</u>: This is the name or unique identifier listed on the testing laboratory chain of custody document.*			
Is this a Groundwater Well or Surface Water System? **Please enter "Groundwater Well" or "Surface Water System."* *<u>Note</u>: Please enter "Surface Water System" if a treatment plant is blending groundwater and surface water before treatment. Both systems are considered a Surface Water System.*			
SECTION 3. PFAS TESTING RESULTS			
PFOA CONTAMINATION TESTING			
Please enter the below information to indicate **<u>PFOA</u>** contamination testing results. *If this water source was not found to contain any PFAS at any level on or before the {Settlement Date}, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical PFOA concentration in lab issued documentation:			

<table>
<tr><td colspan="2">Date of Sampling:</td><td colspan="3"></td></tr>
<tr><td colspan="2">Company of the person who took the sample:</td><td colspan="3"></td></tr>
<tr><td colspan="2">Date of analysis:</td><td colspan="3"></td></tr>
<tr><td colspan="2">Highest historical PFOA concentration converted to parts per trillion (PPT):</td><td colspan="3">_____
PPT</td></tr>
<tr><td colspan="2">Name of laboratory that performed the analysis:</td><td colspan="3"></td></tr>
<tr><td rowspan="2">Facility address of laboratory that performed the analysis:</td><td colspan="4">Street/PO Box</td></tr>
<tr><td>City</td><td>State</td><td>Zip</td></tr>
<tr><td colspan="4">What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?</td><td></td></tr>
<tr><td colspan="5">PFOS CONTAMINATION TESTING</td></tr>
<tr><td colspan="5">Please enter the below information to indicate <u>PFOS</u> contamination testing results. If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.

See Addendum X to provide information for each additional Water Source.</td></tr>
<tr><td colspan="4">Highest historical PFOS concentration in lab issued documentation:</td><td></td></tr>
<tr><td colspan="4">Date of Sampling:</td><td></td></tr>
</table>

Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOS concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

OTHER PFAS CONTAMINATION TESTING

Please enter the below information to indicate **other PFAS Chemical** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.*

See Addendum X to provide information for each additional Water Source.

Highest historical concentration of **one** other PFAS Chemical in lab issued documentation:	
Date of Sampling:	
Company of the person who took the sample:	

Date of analysis:			
Highest historical concentration of one other PFAS Chemical concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

SECTION 4. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	

Authorized Representative's Printed Name:	
Executed this _____day of _____ at _____(County), _____ (State).	
DOCUMENTATION REQUIREMENTS	
Please submit **ALL** documentation reflecting the information provided above including the following: 1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS 2. Lab issued testing chain of custody document 3. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant, 4. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant 5. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (3) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant	

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Special Needs Claims Form

INSTRUCTIONS

Please follow the instructions below to submit a Special Needs claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the {Special Needs Claims Form Deadline}. Late Claims Forms will not be considered.

A Public Water System (PWS) may receive compensation for actions taken to reduce or eliminate the risk of supplying contaminated water. Special needs may include, but are not limited to, drilling new wells, purchasing supplemental water, taking wells offline or rerouting pipes. Detailed supporting documentation must be submitted.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __

SECTION 2. SPECIAL NEEDS CLAIM INFORMATION	
NARRATIVE OF NEED/ISSUE	
Total Amount Claimed	$ _____ . ___ ___

SECTION 3. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	
Authorized Representative's Printed Name:	

Executed this _____day of _____ at _____(County), _____ (State).

DOCUMENTATION REQUIREMENTS

1. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant,
2. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant
3. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (1) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Testing Compensation Claims Form

INSTRUCTIONS

Please follow the instructions below to submit a Testing Compensation claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the {Testing Compensation Claims Form Deadline}. Late Claims Forms will not be considered.

A Public Water System (PWS) should ONLY fill out this claim form if ALL testing of all Water Sources as of the {Settlement Date} indicated no detection of PFAS at any level OR the PWS has not yet completed baseline testing. Compensation from the Testing Fund is limited to one payment per water source owned and operated by the PWS during the Phase 2 Testing Period [dates].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

SECTION 1.1 PWS GENERAL INFORMATION

Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __
PWS Facility Address	Street		

	City	State	Zip

SECTION 1.2 PWS CONTACT INFORMATION **Please note that communication for this Settlement may extend into the year 2030. Please provide contact information with this in mind and contact the Claims Administrator if any updates are required.*			
Name of PWS Primary Contact		Job Title of PWS Primary Contact	
Telephone Number for Primary Contact	(__ __ __) __ __ __ - __ __ __ __	Fax Number	(__ __ __) __ __ __ - __ __ __ __
Email Address for Primary Contact		PWS "General" Email (if available)	
Name of PWS Secondary Contact		Job Title of PWS Secondary Contact	
Telephone Number for Secondary Contact	(__ __ __) __ __ __ - __ __ __ __	Email Address for Secondary Contact	
PWS Mailing Address **Payments will be sent to this address*	Street/PO Box		
	City	State	Zip

SECTION 1.3 LAWSUIT INFORMATION (CHECK YES OR NO)	**YES**	**NO**
Has PWS filed a lawsuit to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems?		
If yes, is the lawsuit currently pending/filed in the AFFF MDL?		
If the lawsuit is NOT currently in the AFFF MDL, in which court is it pending?		

Case Number			
SECTION 1.4 ATTORNEY INFORMATION (IF APPLICABLE)		**YES**	**NO**
Is the PWS Represented by an Attorney? (Check Yes or No)			
Attorney Name		Law Firm Name	
Telephone Number	(_____) _____ - _____	Email Address	
Law Firm Employer Identification Number			

SECTION 2. QUALIFYING PWS INFORMATION		
QUALIFYING QUESTIONS (CHECK YES OR NO)	**YES**	**NO**
Is the PWS required to test under UCMR-5?		
Is the PWS required to test for PFAS by state law?		
Does the PWS serve at least 15 service connections used by year-round residents?		
Does the PWS serve at least 25 year-round residents?		
Does the PWS fewer than 3,300 peopleaccording to SDWIS as of {Settlement Date}?		
Is the PWS in the United States of America or one of its territories?		
Is the PWS owned or operated by a state (or territory of the United States) or the federal government?		

PWS CODES WITHIN THE SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS)	
What is the PWS Owner Type Code as listed in SDWIS? **Please enter one of the following: "L-Local Government" or "M-Public/Private" or "P-Private" or "N-Native American" or "S-State Government" or "F-Federal Government"*	
If the PWS Owner Type Code is listed in SDWIS as either "S-State Government" or "F-Federal Government," does the PWS have the authority to sue or be sued in its own name? **Please enter one of the following: "Yes" or "No"*	
What is the PWS Facility Activity Code as listed in SDWIS?**Please enter one of the following: "Active", "Inactive", "Change from public to non-public", "Merged with another system" or "Potential future system to be regulated"*	
What is the PWS classification as listed in SDWIS? **Please enter one of the following: "Community Water System" or "Non-Transient Non-Community Water System" or "Transient Non-Community Water System"* *Note: If your type code is: (1) "Transient Non-Community Water System" OR (2) your type code is "Non-Transient Non-Community Water System" AND the PWS serves 3,300 people or fewer, skip to Section 6.*	

SECTION 3. WATER SOURCE SUMMARY INFORMATION	
How many Groundwater Wells are owned or operated by the PWS?	
How many Surface Water Systems are owned or operated by the PWS?	

SECTION 4. CERTIFICATION AND SIGNATURE
By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants: · The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.	
I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.	
Authorized Representative's Signature:	
Authorized Representative's Printed Name:	
Executed this _____day of _____ at _____(County), _____ (State).	
DOCUMENTATION REQUIREMENTS	
1. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant, 2. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant 3. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (1) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant	

EXHIBIT E

EXHIBIT E: NOTICE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-02873**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and the Allocation Procedures, available for review at **www.PFASWaterSettlement.com**.

A FEDERAL COURT APPROVED THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU WITH POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (i) to advise you that a proposed settlement (referred to as the "Settlement") has been reached with the defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a "Settling Defendant" and collectively,

"Settling Defendants") in the above-captioned lawsuit (the "Action") pending in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement, to be held on DATE at TIME, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

If you received this Notice about the proposed Settlement in the mail, then you have been identified as a potential Settlement Class Member according to the Parties' records. Please read this Notice carefully.

II. WHAT IS THE ACTION ABOUT?

Class Representatives are Public Water Systems that have filed actions against Settling Defendants and other defendants, which actions are currently pending in the above-captioned multi-district litigation, In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873 (D.S.C.) (the "MDL").

Class Representatives have alleged that they have suffered harm resulting from the presence of PFAS in Drinking Water and/or are required to monitor for the presence of PFAS in Drinking Water and that Settling Defendants are liable for damages and other forms of relief to compensate for such harm and costs.

In addition to the MDL, certain other cases are pending against Settling Defendants asserting Released Claims (collectively with the MDL, all pending litigation brought by or on behalf of a Releasing Person against a Released Person involved Released Claims shall be referred to as the "Litigation").

There are numerous defendants in addition to Settling Defendants in the MDL and the cases comprising the Litigation. Those other defendants are not part of this Settlement Agreement. The Class Representatives and Settlement Class Members will remain able to seek separate and additional PFAS-related recoveries from those other defendants in addition to the Settlement Amount here. The Parties agree, and Class Counsel have a reasonable basis to believe, that the Settling Defendants collectively comprise a very small share of MDL defendants' total alleged PFAS-related liabilities, on the order of approximately 3-7% or less.

The Settling Defendants deny the allegations in the Litigation and all other allegations relating to the Released Claims and deny that they have any liability to Class Representatives, the Settlement Class, or any Settlement Class Member for any Claims of any kind, and would assert a number of legal and factual defenses against such Claims if they were litigated to conclusion (including against certification of any purported class for

litigation purposes).

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Class Representatives' claims or the Settling Defendants' defenses.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

The Class Representatives and Settling Defendants have entered into the Settlement Agreement to resolve Claims relating to PFAS contamination of Public Water Systems. The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold a Final Fairness Hearing, as described below, to consider whether to make the Settlement final.

The Settlement Class consists of each of the following:

(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level;

AND

(b) All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

Not all Public Water Systems are potential Settlement Class Members: specifically, Public Water Systems that are owned and operated by a State or the federal government, and cannot sue or be sued in their own name, as well as certain other systems set forth below, are expressly **excluded** from the Settlement Class. In addition, Public Water Systems that do not fall within the Settlement Class definition set forth above are not Settlement Class Members.

The following are excluded from the Settlement Class:

a) Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; provided, however, that any such system will be included within the Settlement Class if it so requests.
b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, as listed in Exhibit

I to the Settlement Agreement.

c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, as listed in Exhibit J to the Settlement Agreement.

d) Any privately owned well or surface water system that is not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System within the Settlement Class.

"UCMR 5" means the United States Environmental Protection Agency's ("U.S. EPA") fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.

"UCMR 5 Deadline" means (i) December 31, 2025, or (ii) such later date to which the deadline for completion of sample collection under UCMR 5 may be extended by the U.S. EPA.

"Water Source" means any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water, including water it provides or collects, treats or stores for distribution to customers or users.[1]

IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. ***Settlement Amount.*** Settling Defendants have agreed to pay the total and maximum dollar amount of one billion one hundred eighty-five million dollars ($1,185,000,000) (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required under the Settlement Agreement to pay any amounts above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount.

2. ***Settlement Benefit.*** Each Settlement Class Member who has not excluded itself from the Settlement Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable. Each Settlement Class Member's settlement amount will be based on information submitted by Settlement Class Members in their Claims Forms and will depend on each Impacted Water Source's flow rate and level of concentration as compared to all other Settlement Class Members' Impacted Water Sources. The allocation process is described below. Precisely how much each Settlement Class Member will receive is unknown at this time because it depends on all the information submitted by all Settlement Class Members.

[1] Other capitalized terms have the meaning given those terms in the Settlement Agreement.

3. ***Settlement Administration.*** The Court will appoint a Special Master and Claims Administrator pursuant to Rule 53 of the Federal Rules of Civil Procedure (FRCP) to oversee the allocation of the Settlement Funds. They will adhere to their duties set forth herein and in the Settlement Agreement. The Special Master will generally oversee the Claims Administrator and make any final decision(s) related to any appeals by Qualifying Settlement Class Members and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation and payment distribution functions. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may seek the assistance of the Plaintiffs' Executive Committee ("PEC") consultants who assisted in providing guidance in designing the Allocation Procedures.

Allocation Procedures Overview

The Allocation Procedures were designed to fairly and equitably allocate the Settlement Funds among Qualifying Settlement Class Members to resolve PFAS contamination of Public Water Systems in such a way that reflects factors used in designing a water treatment system in connection with such contamination. Both the volume of contaminated water and the degree of contamination are the main factors in calculating the cost of treating PFAS contamination; the Allocation Procedures use scientific and EPA-derived formulas to arrive at Allocated Amounts that proportionally compensate Qualifying Settlement Class Members for PFAS-related treatment. The Allocation Procedures are appended as Exhibit C to the Settlement Agreement.

1. ***Claims Form Process.*** The Claims Administrator will verify that each Entity that submits a Claims Form is a Qualifying Settlement Class Member and will confirm the category into which the Settlement Class Member falls.

- Settlement Class Members fall into one of two categories: Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members. Phase One Qualifying Settlement Class Members will be allocated 55% of the Settlement Funds and Phase Two Qualifying Class Members will be allocated 45% of the Settlement Funds.[2]
    - A Phase One Qualifying Settlement Class Member is a Public Water System that draws or otherwise collects from any Water Source that tested or otherwise analyzed on or before June 30, 2023 and found to contain any PFAS at any level. The Claims Administrator will establish five separate payment sources from

[2] This allocation between Phase One and Phase Two is subject to adjustment by the Court.

which Phase One Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of the payment sources. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase One Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.

- A Phase Two Qualifying Settlement Class Member is a Public Water System that is not a Phase One Qualifying Settlement Class Member and is subject to the monitoring rules set forth in UCMR 5 or other applicable state or federal law. The Claims Administrator will establish five separate payment sources from which Phase Two Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of these payment sources, one of which will be to offset the costs of PFAS testing. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase Two Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.

The initial step for establishing Settlement Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the Claimant Information Form. After a Person completes the Public Water System Settlement Claims Form, the Settlement Class Member will be provided with additional relevant Claims Form(s) for the payment sources for which the Settlement Class Member may be eligible. The term "Claims Form" may refer to the Public Water System Settlement Claims Form and any of seven additional separate forms:

1. Phase One Action Fund Claims Form;
2. Phase One Supplemental Fund Claims Form;
3. Phase One Special Needs Fund Claims Form;
4. Phase Two Testing Claims Form;
5. Phase Two Action Fund Claims Form;
6. Phase Two Supplemental Fund Claims Form; and
7. Phase Two Special Needs Fund Claims Form

These Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. The Claims Forms will vary depending on the applicable Settlement Class Membership category (Phase One or Phase Two) and on the specific sources from which compensation is sought. The Claims Forms are appended as Exhibit D to the Settlement Agreement.

The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate, including to notify

Settlement Class Members of the need to cure deficiencies in their submission(s), if any. Based on this data, the Claims Administrator will then confirm whether each Settlement Class Member is a Phase One Qualifying Settlement Class Member or Phase Two Qualifying Settlement Class Member and determine the amount each Settlement Class Member is owed from each payment source from which the Settlement Class Member seeks compensation. Should any portion of the Settlement Funds remain following the completion of the Claims process, they will be distributed to certain Qualifying Settlement Class Members in a pro rata fashion in proportion to their respective Allocated Amounts. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

4. ***Payment of Settlement Amount.*** Within ten (10) Business Days after Preliminary Approval, Settling Defendants shall pay or cause to be paid the Settlement Amount in full, in accordance with the payment terms set forth in the Settlement Agreement. If the Settlement does not become final, Settling Defendants are entitled to a refund of the unused Settlement Funds, and no distribution to Settlement Class Members will occur.

5. ***Release.*** All Settlement Class Members who have not excluded themselves from the Settlement Class will release certain Claims against the Settling Defendants, their affiliates, certain predecessors and successors, and other persons as set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Settlement Class Member from bringing any lawsuit against the Settling Defendants or making any claims resolved by the Settlement Agreement.

The Release, as set forth in Paragraphs 12.1 through 12.9 of the Settlement Agreement, will be effective as to every Settlement Class Member who has not excluded itself from the Settlement Class, regardless of whether or not that Settlement Class Member files a Claims Form or receives any distribution from the Settlement.

6. ***Attorney Fee/Litigation Cost and Class Representative Awards.*** The Court will determine the amounts of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, the massive amount of litigation surrounding the Action, the trial preparations, and negotiating the proposed Settlement. Class Counsel will request an award of all attorneys' fees and expenses in the amounts due under the Holdback Provisions set forth in CMO No. 3. Class Counsel will make their request in a motion for attorneys' fees and costs in accordance with Section 11.2 of the Settlement Agreement. Class Counsel intend to file a motion for an award of attorneys' fees and costs that will request that amounts due under the Holdback Provisions set forth in Case Management Order No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund. Class Counsel intend to file such motion with the Court at least twenty (20) days before the Final Fairness Hearing. After the motion for attorneys' fees and costs is filed, copies will be available from Class Counsel, the Settlement website (www.PFASWaterSettlement.com), or from the Court docket for *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-XXXX-RMG.

Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Amount.

7. ***Settlement Administration.*** All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Amount. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

8. ***Dismissal of the Litigation.*** If the Settlement is approved by the Court and becomes final, all pending Litigation will be dismissed with prejudice to the extent it contains Released Claims. If the Settlement is not approved by the Court or does not become final for any reason, the Litigation will continue, and Class Members will not be entitled to receive any Settlement Benefit.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE AT WWW.PFASWATERSETTLEMENT.COM.

V. HOW WILL SETTLEMENT FUNDS BE DIVIDED AMONG CLASS MEMBERS?

1. ***Baseline Testing.*** Phase One and Phase Two Settlement Class Members must perform "Baseline Testing" – that is, Settlement Class Members must test every Water Source they own for PFAS. By performing Baseline Testing to determine which Water Sources have current PFAS detections, each Settlement Class Member will be able to submit Claims Forms, have its Water Sources scored, and receive Allocated Awards based on those scores.

Baseline Testing requires that each Water Source be analyzed for at least the 29 PFAS chemicals required under UCMR 5, using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter). Any Water Source tested before December 7, 2021 that did not result in a PFAS detection must retest. Any Water Source that tested before June 30, 2023 that did result in a PFAS detection does NOT need to retest. However, you would still be required to test any other Water Sources that have not previously had a detection.

Baseline Testing is different from what the EPA requires for UCMR 5. Under UCMR 5, a Public Water System is required to test for PFAS only at the entry points to its distribution system, but Baseline Testing requires Settlement Class Members to test every Water Source. Because Baseline Testing requires more testing than UCMR 5, Phase Two Settlement Class Members will be compensated out of the Settlement Funds for the costs of testing each Water Source to meet Baseline Testing requirements. **Baseline Testing Claims Forms must be received by DATE.**

Baseline Testing may be performed by any laboratory accredited by a state government or federal regulatory agency for PFAS analysis that uses any state- or federal agency-approved PFAS analytical method that is consistent with (or stricter) than the requirements of UCMR 5.

Class Counsel has arranged for discounted testing with the following laboratory to assist Settlement Class Members with Baseline Testing. The listed laboratory will forward the test results to the Claims Administrator. There is no requirement to use the listed laboratories.

Eurofins
Telephone Number: 916-374-4499
Website: https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/

2. ***Base Scores for Water Sources.*** The Allocation Procedures are designed to allocate money based on factors that dictate the costs of water treatment. It is well documented in the scientific literature and well known throughout the public water industry that the costs associated with water treatment consist of 1) capital costs and 2) operation and maintenance costs. Capital costs are mainly driven by the Impacted Water Source's flow rate. Operation and maintenance costs are mainly driven by the levels of PFAS in the water. The Allocation Procedures utilize capital costs and operation and maintenance costs to generate a score for each Impacted Water Source. The Claims Administrator will input the flow rates and PFAS concentrations from the Claims Forms into an EPA-derived formula that calculates a Base Score for each Impacted Water Source.

3. ***Adjusted Base Scores.*** Certain Class Members will be eligible for increased scores. Based on the Claims Forms submitted, the Claims Administrator will determine if a Settlement Class Member is eligible for three available enhancements to the score: the Litigation Bump, the Bellwether Bump, and the Regulatory Bump. A Settlement Class Member may qualify for none, one, or multiple bumps.

The Litigation Bump will apply to Settlement Class Members with a pending lawsuit against the Settling Defendants alleging PFAS contaminated Drinking Water. The Bellwether Bump will apply to the ten Settlement Class Members that served as the Public Water Provider Bellwether plaintiffs. The Regulatory Bump will apply when an Impacted Water Source exceeds an applicable state Maximum Contaminant Level (MCL) or the proposed federal MCL as of DATE.

After the Claims Administrator applies the appropriate bumps to each Impacted Water Source, the Claims Administrator will use the new Adjusted Base Scores to determine how much of the Settlement Funds each Impacted Water Source will receive.

4. ***Very Small Public Water System Payments*****.** All Phase One and Phase Two Settlement Class Members that are listed in the Safe Drinking Water Information System (SDWIS) as Transient Non-Community Water Systems (TNCWS) and Non-Transient Non-Community Water Systems (NTNCWS) serving less than 3,300 people may apply for Phase One or Phase Two Very Small Public Water System Payments. Phase One Very Small Public Water System Claims Forms are due by DATE and Phase Two Very Small Public Water System Claims Forms are due by DATE. The Claims Administrator will issue a payment of $1,250 to the TNCWS and $1,750 to the NTNCWS serving less than 3,300 people.

5. ***Allocated Amounts*****.** The information required to calculate Allocated Amounts is not publicly available and is only obtainable through the Claims Forms submitted by Settlement Class Members. Thus, the Allocated Amount that each Settlement Class Member will receive is not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadlines.

6. ***Special Needs Funds*****.** Special Needs Funds will be established by the Claims Administrator for Phase One and Phase Two Settlement Class Members that have expended monetary resources on extraordinary efforts to address PFAS contamination in their Impacted Water Sources. Settlement Class Members can file a Special Needs Fund Claims Form to be considered for reimbursement of these expenditures.

7. ***Supplemental Funds*****.** The Claims Administrator will also establish Phase One and Phase Two Supplemental Funds so that Settlement Class Members who did not initially exceed a state or federal MCL when it submitted its Claims Form can request additional funds if it later exceeds a state or federal MCL.

VI. WHO REPRESENTS THE SETTLEMENT CLASS?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Class Counsel" or "Plaintiffs' Counsel") for purposes of the proposed Settlement:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor	

	Chicago, IL 60606	

VII. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Class Counsel, Class Representatives, and Settling Defendants have engaged in extensive, arm's-length negotiations, including negotiations facilitated by a Court-appointed mediator, and have, subject to the Preliminary and Final Approval of the Court, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth in the Settlement Agreement.

Class Representatives and Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses thereto, the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims, that it would be in the best interests of Settlement Class Members to participate in the Settlement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Settlement Class Members. Further, Class Representatives and Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Settlement Class Members.

The Settling Defendants, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all other Released Claims, either on their part or on the part of any of the Released Persons, entered into the Settlement Agreement to avoid the expense, inconvenience, and distraction of further litigation.

VIII. WHAT DO YOU NEED TO DO NOW?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement Agreement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Claims Form is DEADLINE DATE.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Settlement Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out"). Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

To be treated as valid, the Request for Exclusion must be sent via certified or first-class mail to the Notice Administrator, Counsel for the Settling Defendants, and Class Counsel at the addresses below.

Counsel for the Settling Defendants:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

Class Counsel:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	

Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103

The Request for Exclusion must be received by the Notice Administrator no later

than DEADLINE.

The Request for Exclusion must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to exclude the Person from the Settlement and must provide:

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available);
- the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and

The Request for Exclusion must be received by the Notice Administrator no later than DEADLINE.

Any Person that submits a timely and valid Request for Exclusion shall not (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.

If you own or operate more than one Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Public Water System that you wish to opt out of the Settlement Class. Any Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class.

Any Settlement Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of the Settlement Agreement, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

YOU CAN OBJECT OR TAKE OTHER ACTIONS. Any Settlement Class Member who has not successfully excluded itself ("opted out") may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on Counsel for the Settling Defendants and Class Counsel at the addresses below in accordance with Federal Rule of Civil Procedure 5. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.

Clerk of the Court:

Clerk, United States District Court for the District of South Carolina 85 Broad Street Charleston, SC 29401

Counsel for the Settling Defendants:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

Class Counsel:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	

All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide:

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available);
- the name, address, telephone, facsimile number and email address (if available) of the Person whose Objection is submitted;

- all objections asserted by the Settlement Class Member and the specific reason(s) for each objection, including all legal support and evidence the Settlement Class Member wishes to bring to the Court's attention;

- an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and

- the identity of all witnesses the Settlement Class Member may call to testify.

The deadline to submit an Objection is DEADLINE DATE.

Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve such notice on all Parties in accordance with Federal Rule of Civil Procedure 5 within the same time period.

Any Settlement Class Member who fully complies with the provisions for objecting may, at the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of the Settlement Agreement for objecting shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

IX. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

Before deciding whether to grant final approval to the Settlement, the Court will hold the Final Fairness Hearing in Courtroom XX of the U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on DATE. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

X. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the

Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through PACER. A copy of the Settlement Agreement may also be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth above. Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

Counsel for the Settling Defendants:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

If to the Class Representatives, Class Counsel, or Settlement Class Members:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	

If to the Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103

If to the Claims Administrator:

AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821

XII. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or Settling Defendants' Counsel, you must include the following case

name and identifying number on any documents and on the outside of the envelope:

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873 (D.S.C.), this document relates to: *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-XXXX-RMG.

You must also include your full name, address, email address, and a telephone number where you can be reached.

XIII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.

Deadline Description	Deadline Trigger	Deadline Date
Deadline to submit Requests for Exclusion	Start of Notice + 60 days	MM/DD/YYYY
Deadline to submit Objections	Start of Notice + 60 days	MM/DD/YYYY
Court's Final Fairness Hearing	TBD	MM/DD/YYYY
Phase One Public Water System Settlement Claims Form	Effective Date + 60 Days	MM/DD/YYYY
Phase One Special Needs Claims Form	Claims Form Deadline + 45 Days	MM/DD/YYYY
Phase One Supplemental Fund Claims Form	TBD	12/31/2030
Phase Two Testing Claims Form	TBD	MM/DD/YYYY
Phase Two Action Fund Claims Form	TBD	6/30/2026
Phase Two Special Needs Claims Form	Phase Two Action Fund Claims Form Deadline + 45 Days	8/14/2026
Phase Two Supplemental Fund Claims Form	TBD	12/31/2030

_____

The Honorable Richard M. Gergel
UNITED STATES DISTRICT JUDGE

DATED: _____

NOTICE OF DUPONT CLASS ACTION SETTLEMENT

IN RE: [CLASS ACTION COMPLAINT CAPTION]

United States District Court, District of South Carolina – Charleston Division

MDL No. 2:18-mm-2873

PLEASE NOTE, the enclosed correspondence relates to the Settlement with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a "Settling Defendant").

YOU MAY RECEIVE ADDITIONAL CORRESPONDENCE RELATING TO ADDITIONAL SETTLEMENTS WITH OR JUDGMENTS INVOLVING OTHER DEFENDANT(S).

Please be aware that documents associated with one Settling Defendant may appear similar to documents associated with another Settling Defendant. However, **each Settlement has its own specific terms and conditions, and each set of documents should be carefully reviewed with this in mind**. Please visit www.PFASWaterSettlement.com for more information and to review settlement-related documents.

SETTLEMENT WEBSITE FOR FILING YOUR CLAIM FOR SETTLEMENT PAYMENT
WWW.PFASWATERSETTLEMENT.COM
Login ID: [insert from PNN]
Password: [insert from PNN]

EXHIBIT F

EXHIBIT F: SUMMARY NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873
This Document relates to: *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-XXXX-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement and the Allocation Procedures, available for review at **www.PFASWaterSettlement.com**.

As used above, "Public Water System" means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in such Paragraph or has authority to bring a claim on behalf of such a Public Water System.

What Is the Purpose of This Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain claims against The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively the "Settling Defendants") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on DATE at TIME, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? The Settling Defendants have agreed to pay one billion one hundred eighty-five million dollars ($1,185,000,000) (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required under the Settlement Agreement to pay any amounts above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount. Each Settlement Class Member who has not excluded itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Claims Form is **DEADLINE DATE**. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

YOU CAN OPT OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Class by completing and mailing a notice of intention to opt out. Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator and provide service on all Parties no later than **DEADLINE DATE**.

YOU CAN OBJECT TO THE SETTLEMENT. Any Settlement Class Member who has not successfully excluded itself ("opted out") may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on all Parties in no later than **DEADLINE DATE**.

VISIT WEBSITE URL FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court's Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Courtroom XX of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on DATE. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

How Do I Get More Information? Please visit **www.PFASWaterSettlement.com** or call toll free **1-XXX-XXX-XXXX.** You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel
Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: ssummy@baronbudd.com	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: mlondon@douglasandlondon.com
Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, PR 00907 Email: pnapoli@NSPRLaw.com	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606 beth@feganscott.com

Notice Administrator	Claims Administrator
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Ste 2210 Philadelphia, PA 19103 Email: XXXXX	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821

The paragraphs above provide only a general summary of the terms of the settlement. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. You can review the Settlement Agreement itself for more information about the exact terms of the settlement. The Settlement Agreement is available at www.PFASWaterSettlement.com.

EXHIBIT G

EXHIBIT G: NOTICE PLAN

As detailed below, the Notice Plan provides for individual direct notice via USPS mail to all reasonably identifiable Settlement Class Members, outreach to national and local water organizations, a comprehensive media plan, and the implementation of a dedicated Settlement website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement. Additional details are provided in the accompanying Declaration of Steven Weisbrot of Angeion Group, LLC, which will implement the Notice Plan. All capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

MAILED NOTICE

- Class Counsel will provide Angeion with a list of Public Water Systems that Class Counsel believes may be Settlement Class Members, based on information available to Class Counsel as of June 30, 2023 (the "Class List"). The Class List will include, at a minimum, all Public Water Systems that, as of June 30, 2023, are subject to the monitoring rules set forth in UCMR 5 and all Public Water Systems for which Class Counsel have information as of June 30, 2023, draw or otherwise collect from any Water Source that was found to contain any PFAS at any level. The Class List will be updated if Class Counsel becomes aware of additional Public Water Systems that may be Settlement Class Members.
- The Class List will also include mailing addresses and email addresses for each Settlement Class Member on the Class List, based on address information maintained in the U.S. EPA's Safe Drinking Water Information System ("SDWIS"). Where SDWIS or information available to Class Counsel specifies an owner or operator of a Public Water System on the Class List whose mailing or email address is different from that of the Public Water System itself, the Class List will include the additional mailing and/or email address(es) as well.
- Notice will be sent via USPS certified mail with tracking and signature required to all Settlement Class Members for whom mailing addresses are included on the Class List.

Notice will be mailed via USPS first-class mail, postage prepaid, to any P.O. Box addresses.

- Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices:
    - Angeion will cause the mailing address information for Settlement Class Members to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS;
    - Angeion will also identify the address information included in SDWIS specified above and will monitor SDWIS for any updates;
    - Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the Class List will be updated accordingly;
    - Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses;
    - Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process.
- Any mailed Notices that remain undeliverable after the above-described efforts will be subjected to manual internet searches, phone calls to obtain updated addresses and/or the identification of email addresses for providing backup notice if efforts to obtain a mailing address are not successful or where the Settlement Class Member requests notice be sent via email.
- A reminder postcard will be sent prior to applicable deadlines.

EMAIL NOTICE

- The Summary Notice will be sent via email to all Settlement Class Members for whom

email addresses are available.

- The email notice will be designed to avoid many common "red flags" that might otherwise cause a spam filter to block or identify the email notice as spam. For example, the email notice will not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.
- Additional methods will be employed to help ensure that as many recipients as possible receive the Summary Notice via email. Specifically, prior to distributing the Summary Notice by email, an email updating process will be engaged to help ensure the accuracy of recipient email addresses. Angeion will review email addresses for mis-transcribed characters and perform other data hygiene, as appropriate. This process will include review of email address information available in SDWIS.
- The email notice process will also account for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) a second round of email noticing will continue to any email addresses that were previously identified as soft bounces and not delivered.

OUTREACH EFFORTS

- Angeion will perform personalized outreach to national and local water organizations will be performed, including to entities such as the Association of Metropolitan Water Agencies ("AMWA") and American Water Works Association ("AWWA") and similar third-party organizations that have a connection to the case, along with a request that they assist in providing notice, where appropriate.

MEDIA CAMPAIGN

Publication Notice

- The Summary Notice of the Settlement will be published one (1) time in key industry-specific titles, such as *Journal AWWA*, *Rural Water*, *The Municipal*, and *Water Environment*

& Technology.

- The Summary Notice of the Settlement will also be published one (1) time each in national publications such as the *Wall Street Journal*, *USA Today* and the *New York Times*.
- To satisfy the requirements of California's Consumer Legal Remedies Act, Angeion will cause the Summary Notice to be printed in the California regional edition of *USA Today* for four (4) consecutive weeks.

Digital Notice

- Angeion will undertake a digital publication campaign utilizing key industry-specific titles, such as *American Water Works Association*, *National Rural Water Association*, *The Municipal*, *Water Environment & Technology, Water Quality Association, AWWA Opflow*, and/or *AWWA Source Book* will be used.

Paid Search Campaign

- Angeion will implement a paid search campaign on Google will be used to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website.

Press Release

- Angeion will distribute a press release over PR Newswire's national and public interest circuits to further disseminate news of the Settlement. A second press release will also be issued before applicable deadlines.

SETTLEMENT WEBSITE AND TOLL-FREE TELEPHONE SUPPORT

- The Notice Plan will also implement the creation of the Settlement website, where Settlement Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the case. The website will also have a "Contact Us" page whereby Settlement Class Members can send an email with any

additional questions to a dedicated email address.

- A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options under the Settlement Agreement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and will also provide other essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week, with live operator support during normal business hours.

EXHIBIT H

EXHIBIT H: ESCROW AGREEMENT

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated [●], 2023, is made among (i) The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a "Settling Defendant" and collectively, the "Settling Defendants"), (ii) Michael A. London and the law firm of Douglas & London, 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, San Juan, Puerto Rico 00907 (collectively, "Class Counsel"), Matthew Garretson (the "Special Master") and **THE HUNTINGTON NATIONAL BANK**, as Custodian/Escrow agent ("Custodian/Escrow Agent").

Recitals

A. This Custodian/Escrow Agreement governs the deposit, investment and disbursement of the Settlement Fund pursuant to the Settlement Agreement (the "Settlement Agreement") dated [●], 2023 attached hereto as Exhibit B, entered into by the Settling Defendants and certain other parties thereto, which has been submitted for approval to the United States District Court for the District of South Carolina, Charleston Division (the "Court"), in the multi-district litigation captioned *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C.) (the "MDL").

B. Pursuant to the terms of the Settlement Agreement, the Settling Defendants have agreed to pay or cause to be paid the Settlement Amount to the Qualified Settlement Fund in full settlement of the claims brought against the Settling Defendants in the MDL and certain other Litigation.

C. The Custodian/Escrow Account established pursuant to this Custodian/Escrow Agreement is intended to qualify as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1 *et seq.* for all U.S. federal and applicable state and local income tax purposes.

D. The Settlement Amount is to be deposited into the Custodian/Escrow Account and used to satisfy payments to Settlement Class Members, payments for attorneys' fees and expenses approved by the Court, payments of tax liabilities and expenses of the Custodian/Escrow Account and certain other costs, in each case, subject to the terms and conditions of the Settlement Agreement and this Custodian/Escrow Agreement.

E. The Court has approved the Custodian/Escrow Agent and this Custodian/Escrow Agreement.

F. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

Agreement

1. Appointment of Custodian/Escrow Agent. The Custodian/Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Amount upon the terms and conditions provided in this Custodian/Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof. The Parties agree that the Custodian/Escrow Agent shall be the "Escrow Agent" as defined in the Settlement Agreement, this Custodian/Escrow Agreement shall be the "Escrow Agreement" as such term is defined in the Settlement Agreement, and the Custodian/Escrow Account shall be the "Qualified Settlement Fund" as such term is defined in the Settlement Agreement.

2. The Custodian/Escrow Account. The Custodian/Escrow Agent shall establish and maintain a custodian/escrow account titled as [●] (the "Custodian/Escrow Account"). Pursuant to the Settlement Agreement, the Settling Defendants shall cause the Settlement Amount to be deposited into the Custodian/Escrow Account within the latest of (i) ten (10) "Business Days" (hours and days of the week that Custodian/Escrow Agent is open for business) following entry of the Court's order preliminarily approving the settlement (the "Preliminary Approval") and (ii) seven (7) Business Days following the establishment by the Custodian/Escrow Agent of the Custodian/Escrow Account and the Court approval of the Custodian/Escrow Agent and this Custodian/Escrow Agreement; provided that if the Custodian/Escrow Agent has not provided to Settling Defendants wire transfer instructions and any other documentation reasonably necessary to facilitate payment of the Settlement Amount by the date seven (7) Business Days before the deadline for payment specified herein, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after receiving such wire transfer instructions and documentation. Custodian/Escrow Agent shall receive the Settlement Amount into the Custodian/Escrow Account; the Settlement Amount and all interest accrued thereon shall be referred to herein as the "Settlement Fund." The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Custodian/Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement.

In no event shall any Settling Defendant have any liability whatsoever, whether to the Custodian/Escrow Agent, Class Counsel, any Settlement Class Member (as defined in the Settlement Agreement) or otherwise, with respect to the Settlement Amount or the Settlement Fund once the Settlement Amount is paid in full to the Custodian/Escrow Account in accordance with the Settlement Agreement and receipt of payment is verified by Custodian/Escrow Agent.

3. Investment of Settlement Fund. The Custodian/Escrow Agent shall invest the Settlement Fund exclusively in interest-bearing instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government, in each case, as further

provided in this Section 3. Prior to the Effective Date, unless otherwise mutually agreed by the parties, the Custodian/Escrow Agent shall invest the Settlement Fund in compliance with the preceding sentence as follows: (i) except for $5,000,000 covered in clause (ii), upon receipt of the Settlement Amount, exclusively in successive U.S. Treasury bonds or bills, each with a thirty-day maturity and (ii) $5,000,000 held in immediately available funds. Following the Effective Date, unless otherwise mutually agreed by the Custodian/Escrow Agent, Class Counsel and the Special Master, the Custodian/Escrow Agent shall invest the Settlement Fund, in compliance with this Section 3. To the extent the investment is not otherwise specified herein, the Settlement Fund will be invested conservatively in a manner designed to assure timely availability of funds in accordance with the distribution schedule contemplated by the Settlement Agreement, protection of principal, and avoidance of concentration risk, and shall be invested only in short-term instruments or accounts. To the extent the investment is not otherwise specified herein, the Settlement Fund shall at all times remain available for distribution in accordance with the terms hereof and the Settlement Agreement.

The Settling Defendants shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Custodian/Escrow Agent.

4. Custodian/Escrow Funds Subject to Jurisdiction of the Court. The Qualified Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Settlement Fund shall have been distributed, pursuant to the terms of the Settlement Agreement and order(s) of the Court contemplated thereby.

5. Tax Treatment & Reporting. The Custodian/Escrow Account shall be structured and operated at all times in a manner such that it qualifies as a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1. The Special Master, the Settling Defendants, and any other relevant parties shall cooperate to timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including making any "relation-back election" under Treasury Regulation § 1.468B-1(j)(2) required to treat the Custodian/Escrow Account as a qualified settlement fund from the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, the "administrator" of the qualified settlement fund shall be the Special Master. The Special Master shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. The Special Master shall timely and properly prepare and file or cause to be prepared and filed any information and other tax returns necessary or advisable with respect to the Custodian/Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1), and as further provided in the Settlement Agreement. The "taxable year" of the Custodian/Escrow Account shall be the "calendar year" as such terms are defined in Section 441 of the Code. The Custodian/Escrow Account shall use the accrual method of accounting as defined in Section 446(c) of the Code.

6. Tax Payments. All Taxes and Tax Expenses (each as defined in the Settlement Agreement) with respect to the Custodian/Escrow Account, as more fully described in the Settlement

Agreement, shall be treated as and considered to be a cost of administration of the Custodian/Escrow Account and the Custodian/Escrow Agent shall timely pay such Taxes and Tax Expenses out of the Settlement Fund without prior order of the Court, as directed by the Special Master and in accordance with the Settlement Agreement. The Special Master shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law with respect to the Custodian/Escrow Account. The Special Master shall be responsible for ensuring that the Custodian/Escrow Account complies with all withholding requirements (including by instructing the Custodian/Escrow Agent to withhold any required amounts) with respect to payments made by the Custodian/Escrow Account. The Custodian/Escrow Agent, as directed by the Special Master, will deduct and withhold any Taxes required to be deducted and withheld by applicable law, including but not limited to required withholding in the absence of proper Tax documentation, and shall remit such Taxes to the appropriate authorities in accordance with applicable law. Any amounts deducted or withheld by the Custodian/Escrow Agent (or any other withholding agent) with respect to payments made by the Custodian/Escrow Account shall be treated for all purposes as though such amounts had been distributed to the Person in respect of which such deduction or withholding was made. The Custodian/Escrow Agent shall not be responsible for any income reporting to the IRS with respect to income earned on the Settlement Fund, however the Custodian/Escrow Agent shall comply with all instructions received from the Special Master regarding the withholding of any amount on account of Taxes and shall cooperate with other requests made by the Special Master to enable the Special Master to fulfill its responsibilities under the Settlement Agreement with respect to tax matters.

7. Disbursement Instructions

(a) The Custodian/Escrow Agent shall hold and release the Settlement Fund as follows:

i. Solely to the extent the Custodian/Escrow Agent has previously received a notice from an Authorized Representative of each of the Settling Defendants confirming the occurrence of the Effective Date: upon receipt of a Special Master Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Special Master Release Instruction, disburse all or part of the Settlement Fund in accordance with such Special Master Release Instruction. "Special Master Release Instruction" means written instruction executed by an Authorized Representative of the Special Master and by an Authorized Representative of Class Counsel directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund to pay, disburse, reimburse, hold, waive, or satisfy any monetary obligation provided for or recognized under any of the terms of the Settlement Agreement.

ii. Upon receipt of a Joint Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in

any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Settlement Fund in accordance with such Joint Release Instruction. A "Joint Release Instruction" means the joint written instruction executed by an Authorized Representative of Class Counsel and by the necessary Authorized Representatives of the Settling Defendants, directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund.

iii. Upon receipt of a Termination Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Termination Release Instruction, disburse all of the Settlement Fund in accordance with such Termination Release Instruction. The Custodian/Escrow Agent will act on such Termination Release Instruction without further inquiry. "Termination Release Instruction" means written instruction executed by the necessary Authorized Representatives of the Settling Defendants directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund to the Settling Defendants or their respective designees pursuant to Paragraphs 9.9, 9.10 and/or 10.4 of the Settlement Agreement.

(b) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in the Custodian/Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties (pursuant to Section 7(a)) as evidenced by the signatures of the person or persons set forth on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 (the "Authorized Representatives") and delivered to the Custodian/Escrow Agent. In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Custodian/Escrow Agent will seek confirmation of such instructions by telephone call back when new wire instructions are established to the applicable Authorized Representatives only if it is reasonably necessary, and Custodian/Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representatives. To assure accuracy of the instructions it receives, Custodian/Escrow Agent may record such call backs. If Custodian/Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Custodian/Escrow Agent. If it is determined that the transaction was delayed or erroneously executed as a result of Custodian/Escrow Agent's error, Custodian/Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

(c) Except in the case of gross-negligence, willful misconduct or bad faith, the Custodian/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian/Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian/Escrow Agent, including, without limitation, the risk of the Custodian/Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian/Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Custodian/Escrow Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

8. Fees. The Custodian/Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit C. All fees and expenses of Custodian/Escrow Agent shall be paid solely from the Settlement Fund. The Custodian/Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment pursuant to a Joint Release Instruction. If Custodian/Escrow Agent is asked to provide additional services a separate agreement and fee schedule will be entered into.

9. Duties, Liabilities and Rights of Custodian/Escrow Agent. This Custodian/Escrow Agreement sets forth all of the obligations of Custodian/Escrow Agent, and no additional obligations shall be implied from the terms of this Custodian/Escrow Agreement or any other agreement, instrument or document.

(a) Custodian/Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by the applicable Authorized Representatives, as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof. Custodian/Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Custodian/Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Custodian/Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Custodian/Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Custodian/Escrow Account only (i) upon a Joint Release Instruction or (ii) pursuant to an order of the Court.

(c) The Custodian/Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(d) Custodian/Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) The Custodian/Escrow Agent will furnish monthly statements to the Parties setting forth the activity in the Custodian/Escrow Account.

(f) Custodian/Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Custodian/Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Custodian/Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Custodian/Escrow Agent of, any of the Custodian/Escrow Agent's duties under this Agreement, except as a result of the Custodian/Escrow Agent's bad faith, willful misconduct or gross negligence.

(g) Upon distribution of all of the funds in the Custodian/Escrow Account pursuant to the terms of this Custodian/Escrow Agreement and any orders of the Court, Custodian/Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Custodian/Escrow Agreement, except as otherwise specifically set forth herein.

(h) In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Custodian/Escrow Agent shall be permitted to interplead all of the assets held hereunder into the Court, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Custodian/Escrow Agent a party to same.

10. Non-Assignability by Custodian/Escrow Agent. Custodian/Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of the persons necessary for a Joint Release Instruction.

11. Resignation of Custodian/Escrow Agent. Custodian/Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Custodian/Escrow Agreement herein. On the effective date of such resignation, Custodian/Escrow Agent shall deliver this Custodian/Escrow Agreement together with any and all related instruments or documents and all funds in the Custodian/Escrow Account

to the successor Custodian/Escrow Agent, subject to this Custodian/Escrow Agreement. If a successor Custodian/Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Custodian/Escrow Agent may petition the Court for the appointment of a successor Custodian/Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Custodian/Escrow Agreement.

12. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, facsimile, electronic mail or overnight courier service, addressed as follows:

If to Class Counsel:

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
San Juan, Puerto Rico 00907
PNapoli@NSPRLaw.com

Scott Summy
Baron & Budd
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

If to the Settling Defendants:

The Chemours Company
Office of the General Counsel
1007 Market Street
Wilmington, DE 19801
Attn: Kristine M. Wellman
kristine.m.wellman@chemours.com

With a copy to:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
jmwintner@wlrk.com
gwmeli@wlrk.com

DuPont de Nemours, Inc.
974 Centre Rd.
Wilmington, DE 19806
Attn: Erik T. Hoover
erik.t.hoover@dupont.com

With a copy to:

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
kevin.vanwart@kirkland.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornel B. Fuerer
cornel.b.fuerer@corteva.com

With a copy to:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

	EIDP, Inc. 974 Centre Road Building 735 Wilmington, DE 19805 Attn: Thomas A. Warnock thomas.a.warnock@corteva.com With a copy to: Michael T. Reynolds Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019 mreynolds@cravath.com
If to the Special Master:	Matthew Garretson, Wolf/Garretson LLC P.O. Box 2806 Park City, UT 8406
If to Custodian/Escrow Agent:	THE HUNTINGTON NATIONAL BANK Robyn Griffin Senior Managing Director National Settlement Team The Huntington National Bank One Rockefeller Plaza 10th Fl New York, NY 10020 Office: (312) 646-7288 Mobile: (646) 265-3817 E-mail: robyn.griffin@huntington.com Susan Brizendine, Trust Officer Huntington National Bank 7 Easton Oval – EA5W63 Columbus, Ohio 43219 Telephone: (614) 331-9804 E-mail: susan.brizendine@huntington.com

14. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the "Patriot Act"), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the "Identification Information"). The parties to this Custodian/Escrow Agreement agree that they will provide the Custodian/Escrow Agent with such

Identification Information as the Custodian/Escrow Agent may request in order for the Custodian/Escrow Agent to satisfy the requirements of the Patriot Act.

15. Entire Agreement. This Custodian/Escrow Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Custodian/Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Custodian/Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Custodian/Escrow Agreement shall be governed by the law of the State of Delaware in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Custodian/Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Custodian/Escrow Agent may commence pursuant to this Custodian/Escrow Agreement for the appointment of a successor Custodian/Escrow Agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Custodian/Escrow Account. The Custodian/Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Custodian/Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Custodian/Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Custodian/Escrow Agreement.

(b) Further Cooperation. The Parties hereto agree to do such further acts to execute and deliver such other documents as Custodian/Escrow Agent may reasonably request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Custodian/Escrow Agreement.

(c) Electronic Signatures. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Custodian/Escrow Agent) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Custodian/Escrow Agent

By: _____
Robyn Griffin, Senior Managing Director

CLASS COUNSEL

By: _____

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, NY 10038

By: _____

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue
Suite 1100
Dallas Texas, 75219

By: _____

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
San Juan, Puerto Rico 00907

THE SPECIAL MASTER

By: _____

Name: Matthew Garretson

SETTLING DEFENDANTS

The Chemours Company

By: _____
Name:
Title:

The Chemours Company FC, LLC

By: _____
Name:
Title:

DuPont de Nemours, Inc.

By: _____
Name:
Title:

Corteva, Inc.

By: _____
Name:
Title:

E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____
Name:
Title:

Exhibit A-1

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to Class Counsel, authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of Class Counsel, all in accordance with the terms of the Escrow Agreement.

Class Counsel

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-2

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to The Chemours Company and The Chemours Company FC, LLC (each a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of The Chemours Company and The Chemours Company FC, LLC, all in accordance with the terms of the Escrow Agreement.

The Chemours Company and The Chemours Company FC, LLC

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-4

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to DuPont de Nemours, Inc. (a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of DuPont de Nemours, Inc., all in accordance with the terms of the Escrow Agreement.

DuPont de Nemours, Inc.

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-4

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to DuPont de Nemours, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of DuPont de Nemours, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc., all in accordance with the terms of the Escrow Agreement.

Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-5

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to Matthew Garretson (a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of Matthew Garretson, all in accordance with the terms of the Escrow Agreement.

Matthew Garretson

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit B

Settlement Agreement

Exhibit C

Fees of Custodian/Escrow Agent

Acceptance Fee:	**Waived**
The Acceptance Fee includes the review of the Custodian/Escrow Agreement, acceptance of the role as Custodian/Escrow Agent, establishment of Custodian/Escrow Account(s), and receipt of funds.	
Annual Administration Fee:	**Waived**
The Annual Administration Fee includes the performance of administrative duties associated with the Custodian/Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Custodian/Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.	
Out of Pocket Expenses:	**Waived**
Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.	

EXHIBIT I

EXHIBIT I: EXCLUDED STATE-OWNED PUBLIC WATER SYSTEMS

PWS ID	PWS Name	Type	Owner
AR0000315	ADC - CUMMINS UNIT MAINT	Community Water System	State Government
AS9711948	Central ASG	Community Water System	State Government
AZ0407555	ASPC LEWIS COMPLEX WATER SYSTEM	Community Water System	State Government
AZ0411705	ADOC EYMAN UNIT	Community Water System	State Government
AZ0414099	ASPC YUMA	Community Water System	State Government
AZ0420557	ADOC TUCSON	Community Water System	State Government
CA1310800	CALIPATRIA STATE PRISON	Community Water System	State Government
CA1310801	CENTINELA STATE PRISON	Community Water System	State Government
CA1510800	CCI - TEHACHAPI	Community Water System	State Government
CA1510801	WASCO ST. PRISON RECEPTION CTR	Community Water System	State Government
CA1510802	KERN VALLEY STATE PRISON	Community Water System	State Government
CA1805004	CDCR-HIGH DESERT STATE PRISON	Community Water System	State Government
CA1910254	HUNGRY VALLEY STATE VEHICULAR REC AREA	Non-Transient Non-Community Water System	State Government
CA2710850	CORRECTIONAL TRAINING FACILITY - SOLEDAD	Community Water System	State Government
CA2710851	SALINAS VALLEY STATE PRISON	Community Water System	State Government
CA3310800	CALIFORNIA REHABILITATION CENTER - NORCO	Community Water System	State Government
CA3310802	CHUCKAWALLA VALLEY STATE PRISON	Community Water System	State Government
CA3410032	FOLSOM STATE PRISON	Community Water System	State Government
CA3610850	CALIFORNIA INSTITUTION FOR MEN	Community Water System	State Government
CA4010830	CALIFORNIA MENS COLONY	Community Water System	State Government
CA4010832	ATASCADERO STATE HOSPITAL	Community Water System	State Government
CA4310302	HENRY COE PARK RABBIT SPRING	Community Water System	State Government
CA4810800	CALIFORNIA STATE PRISON - SOLANO	Community Water System	State Government
CA5510851	CDCR - SIERRA CONSERVATION CENTER	Community Water System	State Government
CO0108350	BUENA VISTA CORRECTIONAL FACILITY	Community Water System	State Government
CO0251466	LAKE PUEBLO STATE PARK	Non-Transient Non-Community Water System	State Government
CT0780021	UNIVERSITY OF CONNECTICUT - MAIN CAMPUS	Community Water System	State Government
FL2040372	FLORIDA STATE PRISON	Community Water System	State Government
FL2630930	RAIFORD STATE PRISON WATER SYS	Community Water System	State Government
FL2631207	UNION CORRECTIONAL INSTITUTE	Community Water System	State Government
GA0090006	CENTRAL STATE HOSPITAL	Community Water System	State Government
GA0310006	GEORGIA SOUTHERN UNIVERSITY	Community Water System	State Government
GA2670005	ROGERS STATE PRISON	Community Water System	State Government
GA2770004	ABRAHAM BALDWIN AGRI. COLLEGE	Community Water System	State Government
IA8503528	ISU	Community Water System	State Government
IL0875510	VIENNA CORRECTIONAL CENTER	Community Water System	State Government
IN2460041	PURDUE UNIVERSITY NORTH CENTRAL	Non-Transient Non-Community Water System	State Government
IN5279015	PURDUE UNIV. WATER WORKS	Community Water System	State Government
KS2004513	UNIVERSITY OF KANSAS	Community Water System	State Government
KS2010312	LANSING CORRECTIONAL FACILITY	Community Water System	State Government
KS2014503	LARNED STATE HOSPITAL	Community Water System	State Government
KY1030480	MOREHEAD STATE UNIVERSITY	Community Water System	State Government
LA1061005	GRAMBLING STATE UNIVERSITY WS	Community Water System	State Government
LA1125005	LOUISIANA STATE PENITENTIARY	Community Water System	State Government
MA1004001	DCR MT GREYLOCK STATE RESERVATION	Transient Non-Community Water System	State Government
MA1091003	DCR ERVING STATE FOREST	Transient Non-Community Water System	State Government
MA1193015	DCR BEARTOWN STATE FOREST	Transient Non-Community Water System	State Government
MA1203007	DCR SANDISFIELD STATE FOREST	Transient Non-Community Water System	State Government
MA1236016	DCR BERKSHIRE REGIONAL HQ	Transient Non-Community Water System	State Government
MA2153001	DCR LEOMINSTER STATE FOREST	Transient Non-Community Water System	State Government
MA2208001	MCI NORFOLK/CEDAR JUNCTION/WALPOLE	Community Water System	State Government
MA2270001	MCI SHIRLEY	Community Water System	State Government
MA3051017	DCR GREAT BROOK FARM STATE PARK	Transient Non-Community Water System	State Government
MA3295001	TEWKSBURY HOSPITAL	Community Water System	State Government
MA4052022	DCR MYLES STANDISH STATE FOREST	Transient Non-Community Water System	State Government
MA4102036	DCR FREETOWN STATE FOREST	Transient Non-Community Water System	State Government
MA4334031	DCR HORSENECK BEACH STATE RESERVATION	Transient Non-Community Water System	State Government
MA4334032	DCR HORSENECK BEACH CAMPGROUND	Transient Non-Community Water System	State Government

PWS ID	PWS Name	Type	Owner
MA4350001	WRENTHAM DEVELOPMENTAL CENTER	Community Water System	State Government
MD0002772	SPRINGFIELD STATE HOSPITAL	Community Water System	State Government
MD0002862	SUPERINTENDANT OF CORRECTIONS	Community Water System	State Government
MD0190013	EASTERN CORRECTIONAL INSTITUTE	Community Water System	State Government
MD1300004	MSA-ORIOLE PARK/NORTH & SOUTH WAREHOUSES	Non-Transient Non-Community Water System	State Government
MD1300005	MSA-M&T STADIUM	Non-Transient Non-Community Water System	State Government
ME0090342	MOUNTAIN VIEW CORRECTIONAL FACILITY	Community Water System	State Government
MI0001510	LAKELAND CORRECTIONAL FACILITY	Community Water System	State Government
MI0005989	SECONDARY GOV'T COMPLEX	Community Water System	State Government
MO4061410	BONNE TERRE PRISON	Community Water System	State Government
MO4069041	FARMINGTON CORRECTIONAL CENTER	Community Water System	State Government
MP1008000	DEPT OF PUBLIC WORKS	Community Water System	State Government
MP1009000	DEPT OF PUBLIC WORKS	Community Water System	State Government
MS0110013	ALCORN STATE UNIVERSITY	Community Water System	State Government
MS0250034	UNIVERSITY OF MS MEDICAL CNTR	Non-Transient Non-Community Water System	State Government
MS0360015	UNIVERSITY OF MISSISSIPPI	Community Water System	State Government
MS0530012	MS STATE UNIVERSITY	Community Water System	State Government
MS0610032	MS STATE HOSPITAL-WHITFIELD	Community Water System	State Government
MT0004204	UNIVERSITY OF MONTANA	Non-Transient Non-Community Water System	State Government
MT0004790	MONTANA STATE UNIVERSITY BOZEMAN	Non-Transient Non-Community Water System	State Government
NE3115505	ASHLAND NATIONAL GUARD CAMP	Community Water System	State Government
NH0691010	UNH/DURHAM WATER SYS	Community Water System	State Government
NH1034010	HAMPSTEAD HOSPITAL	Non-Transient Non-Community Water System	State Government
NJ0339001	NEW LISBON DEVELOPMENT CTR	Community Water System	State Government
NJ0436499	NEW JERSEY MOTOR VEHICLE INSPECTION STAT	Non-Transient Non-Community Water System	State Government
NJ0609001	NJ STATE PRISON BAYSIDE	Community Water System	State Government
NJ1008300	DOVES RCH	Non-Transient Non-Community Water System	State Government
NJ1021435	NEW JERSEY MOTOR VEHICLE COMMISSION	Non-Transient Non-Community Water System	State Government
NJ1025001	EDNA MAHAN CORRECTIONAL	Community Water System	State Government
NJ1436365	NJDOT @ ROXBURY CORP CENTER	Non-Transient Non-Community Water System	State Government
NM3590022	OASIS STATE PARK	Transient Non-Community Water System	State Government
NV0005062	SOUTHERN DESERT CORRECTIONAL CTR NDOC	Community Water System	State Government
NY0017622	STATE UNIVERSITY OF NEW YORK	Community Water System	State Government
NY0017628	SUNY AT MORRISVILLE	Community Water System	State Government
NY0018369	DELHI COLLEGE GOLF COURSE W.S.	Community Water System	State Government
NY0217051	SUNY ALFRED	Community Water System	State Government
NY0220581	ALFRED STATE COLLEGE	Community Water System	State Government
NY0420357	RED HOUSE WATER SUPPLY - ASP	Non-Transient Non-Community Water System	State Government
NY0420358	BARTON & WELLER TRAIL - ASP	Non-Transient Non-Community Water System	State Government
NY0904192	CLINTON CORRECTIONAL FACILITY	Community Water System	State Government
NY0919482	ALTONA CORRECTIONAL FACILITY	Community Water System	State Government
NY1303210	HUDSON RIVER PSYCHIATRIC CTR	Community Water System	State Government
NY1312152	TROOP K HEADQUARTERS	Non-Transient Non-Community Water System	State Government
NY1415379	COLLINS/GOWANDA CORRECTIONAL FACILITIES	Community Water System	State Government
NY1911843	NYS THRUWAY- NEW BALTIMORE SERVICE AREA	Non-Transient Non-Community Water System	State Government
NY2613319	MORRISVILLE STATE COLLEGE	Community Water System	State Government
NY2908333	JONES BEACH STATE PARK	Non-Transient Non-Community Water System	State Government
NY3530220	FT. MONTGOMERY VISITORS CENTER	Transient Non-Community Water System	State Government
NY4317681	BEAR MOUNTAIN WATER SUPPLY	Community Water System	State Government
NY4910589	WILLARD DRUG TREATMENT CENTER	Community Water System	State Government
NY5117671	ROBERT MOSES STATE PARK	Community Water System	State Government
NY5330074	NYSDOT WEST OWEGO	Transient Non-Community Water System	State Government
NY5503015	NYS OFFICE OF CHILDREN & FAMILY SERVICES	Community Water System	State Government
NY5704191	GREAT MEADOW/WASHINGTON CORR. FACILITIES	Community Water System	State Government
NY5902878	CAMP SMITH NYS	Non-Transient Non-Community Water System	State Government
OH6501712	ODRC-PICKAWAY CORRECTION PWS	Community Water System	State Government
OH7101212	CHILLICOTHE CORRECTIONAL INSTITUTION	Community Water System	State Government
OH8301012	LEBANON CORRECTIONAL INSTITUTION	Community Water System	State Government
OK1020910	OSU WATER PLANT	Community Water System	State Government
OK1021602	OKLA ORDNANCE WORKS AUTHORITY	Community Water System	State Government
OK2001413	OKLAHOMA UNIVERSITY	Community Water System	State Government
OK3001414	OKLAHOMA UNIVERSITY	Community Water System	State Government

PWS ID	PWS Name	Type	Owner
PA4140095	PENN STATE UNIV.	Community Water System	State Government
PA4140098	ROCKVIEW	Community Water System	State Government
PA7210046	STATE CORRECTIONAL INST	Community Water System	State Government
RI1592012	LADD CENTER WATER SYSTEM	Community Water System	State Government
RI1900003	COVENTRY NATIONAL GUARD	Non-Transient Non-Community Water System	State Government
TX0010031	TDCJ COFFIELD MICHAEL	Community Water System	State Government
TX0010044	TDCJ BETO UNIT	Community Water System	State Government
TX0130002	TDCJ CHASE FIELD	Community Water System	State Government
TX0200201	TDCJ RAMSEY AREA	Community Water System	State Government
TX0210017	TEXAS A&M UNIVERSITY MAIN CAMPUS	Community Water System	State Government
TX0790085	TDCJ JESTER 1 UNIT	Community Water System	State Government
TX1050003	TEXAS STATE UNIVERSITY - SAN MARCOS	Community Water System	State Government
TX1160008	TEXAS A&M UNIVERSITY COMMERCE	Community Water System	State Government
TX2370002	PRAIRIE VIEW A&M UNIVERSITY	Community Water System	State Government
VA1051070	BREAKS INTERSTATE PARK	Non-Transient Non-Community Water System	State Government
VA1121835	VPI & STATE UNIV-BLACKSBURG-	Community Water System	State Government
VA1169701	NATURAL TUNNEL STATE PK-SYS 2	Community Water System	State Government
VA3800810	TIDEWATER COMMUNITY COLLEGE	Non-Transient Non-Community Water System	State Government
VA4075735	JAMES RIVER CORRECTIONAL CTR	Community Water System	State Government
VA5009200	LYNCHBURG TRAINING SCH & HOSP	Community Water System	State Government
WA5321900	EASTERN WASHINGTON UNIVERSITY	Community Water System	State Government
WA5393200	WASHINGTON STATE UNIVERSITY	Community Water System	State Government
WI1130235	MENDOTA MENTAL HEALTH INST	Community Water System	State Government
WI1140142	WAUPUN CORRECTIONAL INST	Community Water System	State Government

EXHIBIT J

EXHIBIT J: EXCLUDED FEDERAL-OWNED PUBLIC WATER SYSTEMS

PWS ID	PWS Name	Type	Owner
AK2211423	JBER-ELMENDORF	Community Water System	Federal Government
AK2370625	EIELSON - AIR FORCE BASE	Community Water System	Federal Government
AK2372245	EIELSON - BIRCH LAKE RECREATION AREA	Transient Non-Community Water System	Federal Government
AK2390594	DENALI - MAIN / FRONT COUNTRY	Non-Transient Non-Community Water System	Federal Government
AL0000899	US ARMY GARRISON-REDSTONE ARSENAL	Community Water System	Federal Government
AL0001421	HOUSTON USFS REC AREA / FOX RUN	Transient Non-Community Water System	Federal Government
AL0001494	ANNISTON ARMY DEPOT	Community Water System	Federal Government
AR0000690	US AIR FORCE BASE LITTLE ROCK	Community Water System	Federal Government
AZ0402078	US ARMY FORT HUACHUCA	Community Water System	Federal Government
AZ0403702	GRAND CANYON NATIONAL PARK	Community Water System	Federal Government
AZ0403712	GLEN CANYON NRA WAHWEAP	Community Water System	Federal Government
AZ0407305	USAF LUKE AIR FORCE BASE	Community Water System	Federal Government
AZ0411303	USSOCOM PARACHUTE TRAINING	Transient Non-Community Water System	Federal Government
AZ0413246	USFS PNF AIRPORT FIRE CENTER	Transient Non-Community Water System	Federal Government
AZ0414082	USMC YUMA MAIN SYSTEM	Community Water System	Federal Government
AZ0420549	USAF DAVIS MONTHAN AFB	Community Water System	Federal Government
CA0900649	SOUTH SHORE RECREATION AREA	Non-Transient Non-Community Water System	Federal Government
CA1510701	EDWARDS AFB - MAIN BASE	Community Water System	Federal Government
CA1510703	CHINA LAKE NAVAL AIR WEAPONS STATION	Community Water System	Federal Government
CA1610700	LEMOORE NAVAL AIR STATION	Community Water System	Federal Government
CA1810700	SIERRA ARMY DEPOT	Non-Transient Non-Community Water System	Federal Government
CA2110350	NPS GGNRA	Community Water System	Federal Government
CA2710702	FORT HUNTER LIGGETT	Community Water System	Federal Government
CA3610702	USMC YERMO ANNEX	Non-Transient Non-Community Water System	Federal Government
CA3610703	USMC - 29 PALMS	Community Water System	Federal Government
CA3610705	US ARMY FORT IRWIN	Community Water System	Federal Government
CA3710700	CAMP PENDLETON (NORTH)	Community Water System	Federal Government
CA3710701	FACILITIES MAINTENANCE OFFICE	Community Water System	Federal Government
CA3710702	CAMP PENDLETON (SOUTH)	Community Water System	Federal Government
CA3710706	USN SERE CAMP WARNER SPRINGS	Transient Non-Community Water System	Federal Government
CA3710750	NAS NORTH ISLAND & NAB CORONADO	Community Water System	Federal Government
CA4300997	NASA AMES RESEARCH CENTER	Community Water System	Federal Government
CA5810700	BEALE AIR FORCE BASE	Community Water System	Federal Government
CO0121845	US AIR FORCE ACADEMY	Community Water System	Federal Government
CO0221445	US DEPARTMENT OF THE ARMY FORT CARSON	Community Water System	Federal Government
DC0000003	NAVAL STATION WASHINGTON - WNY	Community Water System	Federal Government
DC0000004	JOINT BASE ANACOSTIA - BOLLING	Community Water System	Federal Government
FL1034107	TYNDALL AIR FORCE BASE	Community Water System	Federal Government
FL1170548	N.A.S. PENSACOLA	Community Water System	Federal Government
FL1170814	NAS PENSACOLA / CORRY STATION	Community Water System	Federal Government
FL1460782	HURLBURT FIELD WATER SYSTEM	Community Water System	Federal Government
FL1570708	U.S. NAS WHITING FIELD	Community Water System	Federal Government
FL2161212	N.A.S. JACKSONVILLE	Community Water System	Federal Government
FL3054024	JOHN F KENNEDY SPACE CENTER (CONSEC)	Non-Transient Non-Community Water System	Federal Government
FL3054128	PATRICK AIR FORCE BASE(CONSEC)	Community Water System	Federal Government
FL3054140	CAPE CANAVERAL AFS (CONSEC)	Non-Transient Non-Community Water System	Federal Government
GA0390013	USN-KINGS BAY SUBMARINE BASE	Community Water System	Federal Government
GA0510107	USA-HUNTER ARMY AIRFIELD - MAIN	Community Water System	Federal Government
GA0950035	USMC-LOGISTICS	Community Water System	Federal Government
GA1530042	USAF-ROBINS AB MAIN	Community Water System	Federal Government
GA1790024	USA-FORT STEWART MAIN	Community Water System	Federal Government
GA1850125	USAF-MOODY AIR FORCE BASE-MAIN	Community Water System	Federal Government
GA2450028	USA-FORT GORDON	Community Water System	Federal Government
GU0000009	ANDERSEN AIR FORCE BASE WATER SYSTEM	Community Water System	Federal Government
GU0000010	U.S. NAVY WATER SYSTEM	Community Water System	Federal Government
HI0000146	HAWAII VOLCANOES NAT.PARK	Community Water System	Federal Government
HI0000337	ALIAMANU	Community Water System	Federal Government

PWS ID	PWS Name	Type	Owner
HI0000341	FORT SHAFTER	Community Water System	Federal Government
HI0000345	SCHOFIELD BARRACKS	Community Water System	Federal Government
HI0000346	TRIPLER ARMY MEDICAL CNTR	Community Water System	Federal Government
HI0000350	HICKAM	Community Water System	Federal Government
HI0000356	MARINE CORPS BASE HAWAII	Community Water System	Federal Government
HI0000357	NCTAMS EASTPAC	Community Water System	Federal Government
HI0000360	JOINT BASE PEARL HARBOR-HICKAM	Community Water System	Federal Government
ID4200054	MOUNTAIN HOME AIR FORCE BASE	Community Water System	Federal Government
IL0975227	GREAT LAKES NAVAL TRAINING STATION	Community Water System	Federal Government
IL0975637	US ARMY FT SHERIDAN	Community Water System	Federal Government
IL1615387	ROCK ISLAND ARSENAL, US ARMY	Community Water System	Federal Government
IN5241015	CAMP ATTERBURY	Community Water System	Federal Government
IN5251003	NAVAL SUPPORT ACTIVITY, CRANE	Community Water System	Federal Government
KS2017323	MCCONNELL AFB	Community Water System	Federal Government
KY0310940	MAMMOTH CAVE/CENTRAL SYSTEM	Community Water System	Federal Government
KY0470624	FT KNOX WATER DEPT	Community Water System	Federal Government
LA1015022	BARKSDALE AFB WATER SYSTEM	Community Water System	Federal Government
MA3023002	HANSCOM AFB	Community Water System	Federal Government
MA4086041	CCNS DOANE ROCK PICNIC AREA	Transient Non-Community Water System	Federal Government
MA4096001	OTIS AIR NATIONAL GUARD BASE	Community Water System	Federal Government
MA4318047	CCNS MARCONI AREA	Non-Transient Non-Community Water System	Federal Government
MA4318088	CCNS NAUSET LIGHT BEACH	Transient Non-Community Water System	Federal Government
MD0000024	EDGEWOOD ARSENAL	Community Water System	Federal Government
MD0020042	U.S. NAVAL ACADEMY	Community Water System	Federal Government
MD0080058	NAVAL SUPPORT FACILITY, INDIAN HEAD	Community Water System	Federal Government
MD0100011	FORT DETRICK	Community Water System	Federal Government
MD0120010	A.P.G. - EDGEWOOD AREA	Community Water System	Federal Government
MD0180022	PATUXENT NAVAL AIR STATION (NAVFAC-WASH)	Community Water System	Federal Government
MO1079501	WHITEMAN AIR BASE	Community Water System	Federal Government
MS0230015	STENNIS SPACE CENTER	Community Water System	Federal Government
MS0240049	KEESLER AIR FORCE BASE	Community Water System	Federal Government
MS0240060	NAVAL CONSTRUCTION BATTAL CTR	Community Water System	Federal Government
MS0440018	COLUMBUS AIR FORCE BASE	Community Water System	Federal Government
MT0000515	MALMSTROM AIR FORCE BASE	Community Water System	Federal Government
MT0004788	MONTANA STATE UNIVERSITY BILLINGS	Non-Transient Non-Community Water System	Federal Government
NC0425035	MARINE CORPS AIR STATION CHERRY POINT	Community Water System	Federal Government
NC0467040	CAMP LEJEUNE	Community Water System	Federal Government
NC0467041	USMC LEJEUNE--HADNOT POINT	Community Water System	Federal Government
NC0467042	USMC LEJEUNE--NEW RIVER AIR ST	Community Water System	Federal Government
NC0467043	USMC LEJEUNE--HOLCOMB BLVD	Community Water System	Federal Government
NC0496055	SEYMOUR JOHNSON AFB	Community Water System	Federal Government
NE3105527	OFFUT AIR FORCE BASE	Community Water System	Federal Government
NE3105528	CAPHART	Community Water System	Federal Government
NH0346030	USFS WMNF ADMINISTRATIVE CMPLX	Non-Transient Non-Community Water System	Federal Government
NH0926010	ANDROSCOGGIN RANGER STATION	Non-Transient Non-Community Water System	Federal Government
NH1646020	USSF SPACE FORCE STN SAT TRKNG	Non-Transient Non-Community Water System	Federal Government
NJ0108352	DOT FAA ATL BLD 33 & BLD 208	Non-Transient Non-Community Water System	Federal Government
NJ0325001	JBMDL-DIX MAIN SYSTEM	Community Water System	Federal Government
NJ0326006	JBMDL - MCGUIRE AFB	Community Water System	Federal Government
NJ1511010	JBMDL - LAKEHURST	Community Water System	Federal Government
NJ1511303	LAKEHURST NAVAL AIR ENGINEERING STATION	Non-Transient Non-Community Water System	Federal Government
NM3562719	HOLLOMAN AIR FORCE BASE	Community Water System	Federal Government
NM3567701	KIRTLAND AIR FORCE BASE	Community Water System	Federal Government
NM3567905	CANNON AIR FORCE BASE WATER SYSTEM	Community Water System	Federal Government
NM3568007	WHITE SANDS MISSILE RANGE (MAIN POST)-FF	Community Water System	Federal Government
NV0001081	CREECH AIR FORCE BASE	Non-Transient Non-Community Water System	Federal Government
NV0003028	NELLIS AIR FORCE BASE	Community Water System	Federal Government
NY1319255	CASTLE POINT MEDICAL CENTER	Community Water System	Federal Government
NY2212214	FORT DRUM	Community Water System	Federal Government
NY2230111	US COAST GUARD - WELLESLEY ISLAND	Non-Transient Non-Community Water System	Federal Government
NY5111891	BROOKHAVEN NATIONAL LABS	Community Water System	Federal Government

PWS ID	PWS Name	Type	Owner
NY7011882	USCG SUPPORT CENTER	Community Water System	Federal Government
OK2005508	TINKER AIR FORCE BASE	Community Water System	Federal Government
OK3003303	ALTUS AFB	Community Water System	Federal Government
PA2450053	TOBYHANNA ARMY DEPOT	Community Water System	Federal Government
PA5020955	VA PITTSBURGH UD	Non-Transient Non-Community Water System	Federal Government
PA7210069	NAVAL SUPPORT ACTIVITY 09M211	Community Water System	Federal Government
PA7380444	LEBANON VA MEDICAL CENTER	Non-Transient Non-Community Water System	Federal Government
PA7670151	DEFENSE DISTRIBUTION EAST REG.	Community Water System	Federal Government
RI1000016	NAVAL STATION, NEWPORT	Community Water System	Federal Government
SC0750039	USMC HOUSING LAUREL BAY	Community Water System	Federal Government
SC4310501	SHAW AFB (SC4310501)	Community Water System	Federal Government
SD4600623	ELLSWORTH AIR FORCE BASE	Community Water System	Federal Government
SD4680004	ELLSWORTH AFB	Community Water System	Federal Government
SD4680046	NPS-MOUNT RUSHMORE NATIONAL MEMORIAL	Non-Transient Non-Community Water System	Federal Government
TN0000468	NSA - MIDSOUTH	Community Water System	Federal Government
TN0000800	DOE K-25 W.P., % A. TRIVETTE	Community Water System	Federal Government
TN0000820	FORT CAMPBELL WATER SYSTEM	Community Water System	Federal Government
TN0001060	OAK RIDGE NATIONAL LAB X-10	Non-Transient Non-Community Water System	Federal Government
TN0004209	WATTS BAR PROJECT,TVA	Non-Transient Non-Community Water System	Federal Government
TX1010250	NASA JOHNSON SPACE CENTER	Non-Transient Non-Community Water System	Federal Government
TX1230092	FEDERAL CORRECTIONAL COMPLEX-BEAUMONT	Community Water System	Federal Government
TX2200332	NAVAL AIR STN JOINT RESERVE BASE	Community Water System	Federal Government
TX2210013	DYESS AIR FORCE BASE	Community Water System	Federal Government
TX2260027	GOODFELLOW AIR FORCE BASE	Community Water System	Federal Government
TX2330006	LAUGHLIN AIR FORCE BASE	Community Water System	Federal Government
TX2430007	SHEPPARD AIR FORCE BASE	Community Water System	Federal Government
UTAH18173	VA MEDICAL CENTER SLC	Community Water System	Federal Government
UTAH27051	ZION CANYON WATER SYSTEM	Community Water System	Federal Government
VA3710050	NAVAL STATION NORFOLK	Community Water System	Federal Government
VA3740500	NORFOLK NAVAL SHIPYARD	Community Water System	Federal Government
VA3740650	NSA HAMPTON ROADS, PORTSMOUTH ANNEX	Community Water System	Federal Government
VA3810340	LITTLE CREEK AMPHIBIOUS BASE - U.S. NAVY	Community Water System	Federal Government
VA3810430	N A S OCEANA	Community Water System	Federal Government
VA6099340	NAVAL SUPPORT FACILITY, DAHLGREN	Community Water System	Federal Government
VA6153060	QUANTICO MCB-CAMP BARRETT	Community Water System	Federal Government
VA6153675	QUANTICO MARINE BASE-MAINSIDE	Community Water System	Federal Government
WA5300100	ENERGY DEPT OF/200W	Non-Transient Non-Community Water System	Federal Government
WA5302714	NAVAL BASE KITSAP AT BANGOR	Community Water System	Federal Government
WA5303420	NAVAL AIR STATION/WHIDBEY ISLAND	Community Water System	Federal Government
WA5303468	NAVAL BASE KITSAP AT BREMERTON	Community Water System	Federal Government
WA5324350	FAIRCHILD AIR FORCE BASE	Community Water System	Federal Government
WA5341866	ENERGY DEPT OF/200E	Non-Transient Non-Community Water System	Federal Government
WA53NP580	LONGMIRE	Non-Transient Non-Community Water System	Federal Government
WI6420302	FORT MCCOY NORTH POST	Community Water System	Federal Government
WI7290120	WI AIR NATIONAL GUARD VOLK FIELD	Community Water System	Federal Government
WV3300227	VA MEDICAL CENTER	Community Water System	Federal Government
WV9917026	FBI CENTER CLARKSBURG	Non-Transient Non-Community Water System	Federal Government
WY5680074	YNP-CANYON VILLAGE	Non-Transient Non-Community Water System	Federal Government
WY5680085	YNP-OLD FAITHFUL	Community Water System	Federal Government
WY5680095	GTNP-COLTER BAY VILLAGE	Community Water System	Federal Government
WY5680122	USAF F.E. WARREN AFB	Community Water System	Federal Government

EXHIBIT K

EXHIBIT K: AUTHORIZATION LETTER

[Letterhead of Settlement Class Member]

[Date]

[Claims Administrator], as Claims Administrator
[Address]
[Address]

To the Claims Administrator:

Reference is made to Paragraph 11.6.2 of the Class Action Settlement Agreement, dated as of June 30, 2023, by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Attached are (i) a duly completed and executed Internal Revenue Service ("IRS") Form 1098-F (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) of the undersigned with respect to each Settling Defendant (the "Forms 1098-F") and (ii) a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) of the undersigned with respect to each Settling Defendant (the "Written Statements").

You are hereby authorized and instructed to timely file with the IRS on behalf of the undersigned the Forms 1098-F and to timely provide to each Settling Defendant on behalf of the undersigned the Written Statement relating to such Settling Defendant.

The undersigned hereby certifies that the Forms 1098-F and the Written Statements have been prepared in compliance with the Agreement.

[SETTLEMENT CLASS MEMBER]

By: _____
Name:
Title:

EXHIBIT L

EXHIBIT L: STIPULATION OF PARTIAL DISMISSAL

[CAPTION OF MDL MEMBER CASE OR OTHER LITIGATION]

STIPULATION OF DISMISSAL OF RELEASED CLAIMS WITH PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)(A)(ii)[1]

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff in the above-captioned action and Defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, the "DuPont Defendants") hereby stipulate and agree to a dismissal with prejudice of Plaintiff's claims against the DuPont Defendants that are "Released Claims" as defined in the Class Action Settlement Agreement between Class Representatives and the DuPont Defendants dated June 30, 2023, filed in *In re Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C) (the "Agreement").

The parties further stipulate and agree that any claims asserted by Plaintiff against the DuPont Defendants that are preserved under § 12.1.2(a) or 12.1.3(y) of the Agreement are not dismissed. The DuPont Defendants shall retain all defenses with respect to any such claim, including the right to argue that the claim is not preserved and is released. Plaintiff reserves its rights against all other Defendants in the above-captioned action.

[1] This stipulation shall be conformed to reference and comply with applicable rules in any Litigation pending in state court.

Dated:

Respectfully submitted,

/s/ _____

[Plaintiff Counsel Signature Block]

Counsel for Plaintiff

/s/ _____

[DuPont Counsel Signature Block]

Counsel for Defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

ANNEX

Separate Letter Agreement to be Filed Under Seal

Confidential Document Contemporaneously Submitted to the Court for In Camera Review in Compliance with CMO No. 17

EXHIBIT 3

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF SCOTT SUMMY, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

I, Scott Summy, declare as follows:

1. I am an attorney licensed to practice in all courts in the States of Texas, North Carolina, and New York, and admitted to this Court pro hac vice. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Class and for Permission to Disseminate Class Notice, which asks the Court to, inter alia, preliminarily approve the Settlement, and appoint Michael A. London, Paul Napoli, Elizabeth Fegan, and myself as Class Counsel. I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. Attached to the Motion for Preliminary Approval as Exhibit 2 is the Settlement Agreement entered into by the Parties in proposed settlement of this matter. The Settlement will

resolve claims by Public Water Systems against The Chemours Company, The Chemours Company FC, LLC ("Chemours"), DuPont de Nemours, Inc., Corteva, Inc. ("Corteva") and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. ("Dupont")(collectively "the DuPont Entities" or "Defendants") for PFAS contamination of public drinking water supplies.

PROFESSIONAL EXPERIENCE

3. I am a Shareholder in the law firm of Baron & Budd, P.C. I have led my Firm's Environmental Litigation Practice Group ("ELG" or "Group") since 2002.

4. At Baron & Budd, my Group primarily represents public water suppliers whose Water Sources are contaminated with chemical substances. We have represented water suppliers of all sizes, including large water suppliers who operate hundreds of groundwater wells and surface water systems that draw water from large open bodies of water. Through our work for water suppliers for over twenty years, we have developed a sophisticated understanding of their operations, and we have worked with engineering and scientific experts to understand how contaminants affect Public Water Systems and what kinds of equipment and techniques are necessary to reduce or remove those contaminants from Public Water Systems.

5. I have a significant amount of experience in serving as lead counsel and/or class counsel in complex environmental litigation cases. For more than 20 years, I have represented numerous public entities and individuals in environmental tort cases that are substantively similar to the Class Action that has been filed. Many of our cases have invoked products liability and other tort causes of action against manufacturers of chemicals that have contaminated public and private water supplies, property, or other natural resources that belong to public entities and/or individuals. This type of litigation has resulted in billions of dollars in recoveries for my clients. Some of the most significant cases, in which I had a leadership role, include the following:

a. *City of Long Beach v. Monsanto Co*., No. 16-3493 (C.D.Cal. 2022). I am currently serving as Lead Class Counsel for a nationwide class of approximately 2,500 public entities who discharge stormwater into waterbodies declared "impaired" due to high levels of PCBs. We stated products liability and negligence claims against Monsanto as the primary manufacturer of PCBs in the United States for selling those products with knowledge of their dangers. I negotiated a class settlement after almost seven years of individually litigating several cities' cases against Monsanto in five federal courts in four states. Under the terms of the settlement, Monsanto agreed to pay $550,000,000 in class benefits to be distributed among class members and to pay separately $98,000,000 in costs and attorneys' fees.

b. *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in Gulf of Mexico on April 20, 2010*, MDL 2179, (E.D. La.). I oversaw the representation of 36 public entities and over 1,000 commercial businesses and individuals impacted by the oil spill in direct representation by ELG. I was appointed by the MDL Court to the Plaintiffs' Executive Committee and the Plaintiffs' Steering Committee. I was also appointed by the Court as Co-Class Counsel as part of the massive resolution of these cases. ELG's direct representation clients recovered over $100 million. Also, the Class benefits paid to date exceed $14 billion. The BP Class Settlement has been recognized as one of the largest, successful and multi-faceted settlements in American history. The Class included all persons in a four-state area that were impacted by the spill.

c. *In re: Methyl Tertiary Butyl Ether ("MTBE") Products Liability Litigation*, MDL 1358, (S.D.N.Y.). Over the last two decades, I have represented approximately 200 public entities and hundreds of individuals across the country in litigation against the

major oil companies who made the decision to add MTBE to gasoline. Many of these cases were transferred to the MDL, while others were litigated in state courts across the country. I was appointed by the MDL Court as Co-Lead Counsel and served in that function. I also was appointed by the MDL Court to serve on the Plaintiffs' Steering Committee. I was also Lead Counsel in many state court actions where I represented both public entities and individuals. These environmental cases brought product liability allegations against the oil companies. These cases were successfully resolved, and hundreds of millions were recovered for our clients.

d. *City of Greenville, et al. v. Syngenta Crop Protection, et al*., No. 10-cv-188-JPG-PMF, (S.D. Ill.). I served as Co-Lead Counsel representing 36 public entities in products liability litigation against the maker of Atrazine, a popular weedkiller, for extensive contamination of public drinking water wells. We originally filed the cases in Illinois, but after several years of litigation, we resolved the cases in a nationwide class settlement, and I was appointed Co-Lead Class Counsel. The Settlement paid $105 million to over 1,000 public entities. \

e. *California North Bay Fire Cases*, JCCP No. 4955, Superior Court of the State of California, County of San Francisco; Southern California Fire Cases, JCCP No. 4965, Superior Court of the State of California, County of Los Angeles; Woolsey Fire Cases, JCCP No. 5000, Superior Court of the State of California, County of Los Angeles. ELG has represented over 20 public entities in litigation against California Utilities for the devastating wildfires in 2015, 2017, and 2018. Our team has alleged that the fires were caused by the utilities' failure to recognize the new normal caused by Climate Change. These are very complex environmental cases. I was appointed as Co-Lead Counsel for

the public entities in several state consolidated JCCPs. I was heavily involved in settlement negotiations. We reached a tentative settlement for $1 billion for the Northern California entities, which is pending in Bankruptcy Court. We reached a settlement of $360 million on behalf of the Southern California entities.

f. TCP Cases, JCCP No. 4435, Superior Court of the State of California, County of San Bernardino. I served as Co-Lead Counsel in representing nearly a dozen public entities in a California JCCP in products liability actions against the manufacturers of agricultural chemical 1,2,3-TCP, which caused environmental contamination to public drinking water wells. These cases have been litigated over the last 8 years and have resulted in settlements totaling over $200 million.

MY PARTICIPATION IN THIS PFAS LITIGATION

6. In the 2017-2018 time period, several of our public water clients became concerned about new per- and poly-fluorinated chemicals ("PFAS") including PFOA and PFOS that were detected in their water systems. Given our experience with these cases, we agreed to investigate the potential sources of PFAS contamination and research potential legal remedies that could provide relief to these clients. Based on that investigation, we believed it was viable to bring tort claims (products liability, negligence, nuisance, and trespass) against the manufacturers of aqueous film-forming foam ("AFFF") made with PFAS.

7. We initially filed cases on behalf of clients in Florida and Massachusetts, but they were then transferred to this Court following the Judicial Panel of Multidistrict Litigation's establishment of MDL 2873 for coordinated and consolidated pretrial proceedings pursuant to 28 U.S.C. § 1407. *In re Aqueous Film-Forming Foams Prods. Liab. Litig.,* 357 F.Supp.3d 1391, 1392 (JPML 2018). Since that time, we have filed nearly 100 similar PFAS cases on behalf of

Public Water Systems that have been transferred to MDL 2873. In most cases, we co-counsel with Cossich Sumich Parsiola & Taylor LLC.

8. On March 20, 2019, the Court appointed me as Co-Lead Counsel for MDL 2873 along with Michael A. London and Paul Napoli. See CMO 2. In that capacity, I am a co-chair of the Plaintiffs' Executive Committee, and one of the appointed Settlement Counsel/Interim Class Counsel for Plaintiffs. In addition, I serve on the Science Committee, and members of my firm serve on additional committees. Given my leadership positions, I have personally participated in nearly every aspect of the litigation in this MDL.

9. Before we entered into informal settlement negotiations with DuPont in Summer of 2020, the Parties had completed more than sufficient discovery (both Party and third party) to understand the strengths and weaknesses of the claims against all defendants, generally, and against DuPont, specifically. Counsel for both sides understood the risks of proceeding to trial and the potential benefits of settlement.

10. I began preliminary settlement discussions with the DuPont Entities in the Summer of 2020. These discussions continued on and off into 2022. I had numerous discussions with designated settlement counsel for the Dupont Entities. Also during this time, the Parties met in person several times and engaged in numerous negotiation sessions via Zoom and telephone. Despite several years of on and off intense negotiations, the Parties were unable to reach a comprehensive settlement on behalf of Public Water Systems. On October 26, 2022, Judge Layn Phillips was announced as the Court-appointed Mediator to oversee the settlement discussions, see CMO 2.B, and he and his team from PADRE oversaw eight months of intense and combative mediation. Under Judge Phillips oversight, the Parties met numerous times in person, attended virtual mediations, and participated in phone conferences. Additionally, each party met separately

with Judge Phillips. The Parties also met without Judge Phillips on a number of occasions, in person, by Zoom, and by phone. Both with and without Judge Phillips, sessions were conducted on weekdays, weekends, including holiday weekends, from early morning to late nights. It was always an arms-length, highly-adversarial process.

11. From the outset, it was clear that DuPont would settle Public Water System claims only on a national class basis to obtain as much peace and finality as legally possible. As a result, we began to focus our efforts on class structure, the identification of class members and, ultimately, on allocation. To this end, as part of the negotiations, the Parties contemplated that the Settlement Class Members would fall into one or two categories or "phases": a Phase One Class Member is a Public Water System that has one or more Impacted Water Sources as of the date of the settlement, and a Phase Two Class Member is a Public Water System that does not have one or more Impacted Water Sources but is required to test for certain PFAS under UCMR 5, or under another federal or state law before the UCMR 5 deadline of December 31, 2025.

12. I initially retained Dr. Michael Trapp and, over time, added Dr. Prithviraj Chavan, both of Atkins Global, an engineering firm that designs water supply infrastructure including contamination treatment systems, to assist us in this endeavor. I also retained Mr. Rob Hesse of Soil Water Air Protection Enterprise, an expert in environmental site assessments and remedial investigations, as well as data acquisition, environmental database management and geographic information systems used in complex environmental cases.

13. Regarding Mr. Hesse, he was asked to identify, or "ascertain" Settlement Class Members, as contemplated in paragraph 11 above, based upon objective data. Mr. Hesse was able to do so for potential Phase One Class Members by gathering all available PFAS sampling data to determine which Public Water Systems in the United States has detected PFAS in their Water

Sources (Phase One Class Members). As to potential Phase Two Class Members, Mr. Hesse was able to utilize an EPA database that contains an inventory of all Public Water Systems in America. This database, called the Safe Drinking Water Information System ("SDWIS"), is regularly updated with classifying information about all Public Water Systems as well as administrative contact information. Mr. Hesse was able to identify which Public Water Systems are required to test for certain PFAS under UCMR 5 or other federal or state law.

14. As to Drs. Trapp and Chavan, they were asked to identify data metrics that could be used formulaically to allocate settlement funds equitably among class members. In this endeavor, I specifically instructed them to develop a scientifically sound formula to score the Public Water Systems by using factors that real-world engineers would consider in calculating treatment costs for PFAS compounds, informing them that the purpose of these scores would be to provide an objective and equitable means of dividing the Settlement Amount among Class Members.

15. To ascertain the class and create an equitable allocation plan, Drs. Trapp and Chavan determined that it can be accomplished using government-derived data, specifically from Mr. Hesse and his gathering of data regarding potential Phase One Class Members, and reliable methodologies. For this task, Dr. Trapp and Dr. Chavan considered the factors that drive a Public Water System's treatment costs, i.e., the amount of contaminated water (capital costs measured by flow rate) and the degree of contamination (Operation & Maintenance costs measured by concentrations of individual PFAS chemicals). These experts then identified scientific and EPA-derived formulas that numerically score each Impacted Water Source, which scores can then be compared to proportionally compensate Class Members for PFAS-related treatment of their Impacted Water Sources. Dr. Trapp and Dr. Chavan determined that these factors can be expressed

in a mathematical formula that can then be incorporated into a Model that is then populated with internal information individually provided by Class Members in their Claims Forms along with verified supporting documentation.

16. Based on my extensive experience litigating contamination cases for Public Water Systems, and my understanding of the calculation of damages to compensate those plaintiffs, this allocation formula will objectively and fairly allocate and divide funds. The formula must be populated with all necessary data (much of which will be provided by Class Members in Claims Forms and their verified supporting documentation) before it can allocate funds among Class Members.

THE NEGOTIATIONS WITH DUPONT WERE EXTENSIVE AND CONDUCTED AT ARMS-LENGTH

17. The Court appointed Hon. Layn Phillips (retired) as mediator on October 26, 2022. Judge Phillips, of Phillips ADR in Corona Del Mar, California, scheduled mediation sessions, and the Parties met regularly, both in-person in New York and remotely via Zoom and phone. We met countless times, often continuing into the night after long, difficult days. Since March 2023, these sessions have been ongoing and continuous. Judge Phillips' presence furthered the discussions and, along with significant efforts by the negotiating teams from both sides, resolution was reached.

18. Several difficult issues threatened to end the negotiations altogether, including the total dollar figure, the scope of the Release, and the details of the Allocation Procedures.

19. The circumstances of the DuPont Entities' participation in the PFAS market also presented risk to Plaintiffs in these cases. First, the DuPont Entities did not actually manufacture AFFF or AFFF concentrates; rather, they made fluorosurfactants and telomer intermediates used by other manufacturers to produce AFFF and other products. Because the Dupont Entities did not

manufacture AFFF, it could be more difficult for plaintiffs to prove it is the DuPont Entities' PFOA in their Public Water Systems. In some jurisdictions, they could have prevailed upon factual and legal defenses unavailable to the AFFF manufacturers. Second, the DuPont Entities only produced AFFF fluorosurfactants from 2002 to 2014, and it primarily sold a product containing only a moderate amount of precursors (~23%) that could degrade to PFOA in the environment. Third, the DuPont Entities also offered customers a safer C6-based product, which a jury could find persuasive in accessing their liability. Fourth, DuPont also did not sell any of its fluorosurfactant or telomer raw material products to the Department of Defense ("DOD") which used AFFF at military bases and led to much of the PFAS groundwater contamination at issue in this MDL. For all these reasons, we estimate that the DuPont Entities are liable for only a small share of the total PFAS-related liability alleged in the MDL – in the range of 3-7%, which is something a jury could have considered in finding and/or proportioning liability.

20. The impending trial date in the initial bellwether trial involving the *City of Stuart* action also pressed the Parties to reach a resolution. See PTO 19G. In *Stuart*, both sides were forced to undertake expert discovery, dispositive motion practice and Daubert motion practice to begin trial on June 5, 2023. By late May 2023, all Parties were preparing for trial and fully informed of the evidence available to prosecute and defend the case. As the trial date approached, the pressures created by this certainty manifested themselves in a number of ways.

21. For example, less than 30 days before trial, Kidde-Fenwal, Inc. filed for bankruptcy protection, which stayed the *Stuart* proceedings against Kidde and National Foam. This created uncertainty regarding the manner in which the bellwether trial would be conducted, and further heightened the stress on the DuPont Entities and the remaining defendants. It also reminded all plaintiffs that even the biggest companies do not enjoy limitless funds from which to pay damages.

Enough financial pressure or the weight of looming liability could motivate any defendant, including one of the DuPont Entities, to seek bankruptcy protection.

22. Importantly, many Public Water Systems have alleged that Dupont fraudulently transferred its PFAS liabilities to Chemours. This has created significant uncertainty as to whether Chemours can remain viable given the potential PFAS risks facing the Dupont Entities. In fact, Chemours filed suit against Dupont alleging that Dupont had illegally strapped Chemours with significant PFAS liabilities that threatened the viability of Chemours. *See, The Chemours Co. v. DowDuPont Inc., et al*, No. 2019-0351 (Del. Ch.). This litigation was ultimately resolved with Dupont and Corteva contributing limited funds to assist with PFAS liabilities. However, when the limited funds run out, Chemours is responsible for any excess liabilities. While, ultimately, plaintiffs may be successful in their fraudulent transfer claims against Dupont, the risk of failure makes the bankruptcy risk to Chemours a significant concern. .

23. These factors – the DuPont Entities status as a component part supplier, its minimal liability share, challenges in linking the DuPont Entities' PFOA to the PFOA in Public Water Systems' water supply, the risk of Chemours shouldering the bulk of PFAS liabilities, the appointment of Judge Phillips, and the *City of Stuart* trial date – motivated the Parties to finalize negotiations. On June 1, 2023, just days before jury selection in the *Stuart* trial, the Parties signed a Memorandum of Understanding that included certain material terms of the proposed Settlement, though other issues remained unresolved. Thereafter, Judge Philipps and his team continued to moderate multiple discussions with Counsel for the Parties to resolve the outstanding issues. With the help of Judge Phillips, the Parties reached agreement on the remaining issues and executed the Settlement Agreement on June 30, 2023.

THE SETTLEMENT OFFERS BENEFITS THAT ARE FAIR, REASONABLE AND ADEQUATE

24. The Settlement confers substantial relief on all Class Members and resolves Plaintiffs' and Class Members' allegations that the DuPont Entities manufactured, sold, and supplied PFAS-containing chemicals for use in products that contaminated Plaintiffs' and Class Members' Public Water Systems, requiring costly treatment and/or remediation.

25. The unique Settlement structure reflects the changing regulatory landscape affecting Public Water Systems. Because the EPA has not yet required nationwide PFAS testing, some Public Water Systems have already tested several times, while others will soon be required to test for the first time. A settlement that simply paid cash to those with past PFAS detections would not compensate those Public Water Systems who are adapting now to the new regulatory environment. The Settlement structure is sensitive to the evolving regulations and allows time, and provides funding, for Public Water Systems to test all their Water Sources and to submit claims for a portion of the Settlement Amount. To this end, the claims periods and deadlines in the Settlement and Allocation Procedures align with EPA's UCMR 5 deadlines for the required federal testing of many Public Water Systems across the country, and the Settlement pays for more extensive testing than required by the EPA. This broad relief ensures that all Class Members receive the greatest possible benefit.

26. In my professional opinion, the Settlement maximizes the recovery available to Public Water Systems in light of the risks of continuing litigation outlined herein against the DuPont Entities. It is eminently fair, reasonable, and adequate.

27. In addition, a series of verdicts against the DuPont Entities could threaten the financial viability of the companies, especially Chemours, resulting in a Chapter 11 bankruptcy filing that could leave Plaintiffs without compensation.

28. Several Public Water System Plaintiffs agreed to serve as Class Representatives if appointed by the Court. These Plaintiffs represent a widely diverse range of Settlement Class members, including both privately-owned systems that operate Public Water Systems and publicly-owned Public Water Systems that draw from both groundwater and surface water, and serve populations ranging in size from under 3,300 to over 100,000. Thus, they will fairly and adequately protect the interests of the members of the Class. No Proposed Class Representative was promised, or conditioned its representation on, the expectation of a service award.

29. I have a detailed understanding of these cases and the proposed class Settlement. Based on my extensive experience (spanning almost 30 years) in complex litigation, and my personal involvement in the prosecution of these cases from their inception, I believe this settlement is not only fair, reasonable, and adequate, but also is in the best interests of all Class Members. It maximizes the recovery they could achieve and provides financial assistance to Public Water Systems now, as they are dealing with PFAS contamination in real-time, avoiding the delay of proceeding with trial. It could take up to a decade or more for individual Public Water Systems to engage in and complete litigation on a case-by-case basis. And such an outcome is not guaranteed. Class Members are facing State and pending EPA PFAS drinking water standards now and in the immediate future. The Settlement provides Class Members with access to monetary funds now, in their time of need, and this is a substantial benefit that cannot be overstated.

30. I believe that the Settlement represents the most fair and equitable recovery the class members could have achieved against DuPont in this matter in light of the known risks and considering all the known facts and circumstances. The Settlement should be approved by the Court as fair, reasonable, and adequate.

I declare under penalty of perjury under the law that the foregoing is true and correct.

Executed this 9th day of July 2023, at Dallas, Texas.

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219

EXHIBIT 4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF MICHAEL A. LONDON, ESQ.
IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

I, Michael A. London, Esq., pursuant to 28 U.S.C. §1746, hereby declare as follows:

1. This Declaration is based upon my personal knowledge, and if called as a witness, I could and would testify competently to its contents. I submit this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement, for certification of Settlement Class and for permission to disseminate Class Notice ("Motion for Preliminary Approval").

2. Attached to the Motion for Preliminary Approval is the Settlement Agreement entered into by the parties. The Settlement will resolve claims by Public Water Systems against E.I. du Pont de Nemours & Company (n/k/a EDIP, Inc.) ("DuPont"), DuPont de Nemours, Inc. ("DuPont de Nemours"), The Chemours Company ("Chemours"), The Chemours Company FC, LLC ("Chemours FC"), and Corteva, Inc. ("Corteva") (collectively, "Defendants" or "the DuPont

Entities") for PFAS contamination of public drinking water wells.

PROFESSIONAL EXPERIENCE

3. I am a co-founding partner of the law firm Douglas & London, P.C. ("Douglas & London"). I am an attorney currently licensed in good standing to practice law in the States of New York and New Jersey. I am also admitted to practice law in the District of New Jersey, the Eastern and Southern Districts of New York and the United States Court of Federal Claims.

4. I presently serve as Court-appointed Co-Lead Counsel in the *In Re: Aqueous Film-Forming Foams Prods. Liab. Litig.* MDL (MDL 2873), together with Scott Summy and Paul Napoli, as appointed by Case Management Order ("CMO") No. 2 and re-appointed annually by this Honorable Court. I also served as Interim Class Counsel with Mr. Summy and Mr. Napoli during settlement negotiations with Defendants as authorized by the Court in CMO 2.B.

5. Douglas & London is a law firm devoted to representing consumers, municipalities, States and injured individuals in complex litigations, including in the mass tort, environmental, and class action context.

6. I have devoted my entire legal career to representing consumers and injury victims, primarily in the context of complex litigation involving mass torts, product liability matters, environmental and class actions.

7. I have been appointed to, and have served on, numerous Plaintiffs' Steering Committees in national mass tort and complex litigations and have held leadership positions in some of the largest mass torts over the past 25 years. Some of my formal court-appointed lead or liaison positions have included the following:

- *Vice-Chair of Plaintiffs' Steering Committee* – In re: Zyprexa Prods. Liab. Litig., MDL-1596, E.D.N.Y., Hon. Jack B. Weinstein (status: resolved, $690 million settlement of approximately 8,000 claims);

- *Co-Lead Counsel* – In re: Yasmin and Yaz (Drospirenone) Mktg. Sales Practices and Prods. Liab. Litig., MDL 2100, S.D. Ill., Hon. David R. Herndon (status: resolved over 18,000 claims for over $2 billion through individual and mass semi-confidential settlements in federal and state courts);

- *Co-Lead Counsel and Liaison Counsel* – In re: Bayer Corp. Combination Aspirin Prods. Mktg. and Sales Practice Litig., MDL 2023, E.D.N.Y., Hon. Brian M. Cogan (status: resolved, $15 million class settlement);

- *Co-Lead Counsel* – In re: Pradaxa (Dabigatran Etexilate) Prods. Liab. Litig., MDL 2385, S.D. Ill, Hon. David R. Herndon (status: resolved, $650 million settlement of approximately 4,000 claims);

- *Liaison Counsel and Plaintiffs' Executive Committee Member* – In re: Ortho Evra Prods. Liab. Litig., MDL 1742, N.D.O.H., Hon. David S. Katz (status: resolved, individual confidential settlements of approximately 3,000 claims in federal and state courts);

- *Co-Liaison Counsel* – In re: Levaquin Litig., Case No. 286, Hon. Carol E. Higbee, N.J. Super. (Atlantic Cnty.) (status: resolved, individual confidential settlements of hundreds of claims in federal and state courts);

- *Co-Lead Counsel* – In re: E.I. du Pont de Nemours and Co. C-8 Pers. Injury Litig., MDL 2433, S.D. Ohio, Hon. Edmund A. Sargus, Jr. (status: resolved, $671 million settlement of approximately 3,600 claims followed by additional $70 million plus settlement of newly diagnosed claims);

- *Co-Lead Counsel* – In re: Invokana (Canagliflozin) Prods. Liab. Litig., MDL 2750, D.N.J. Hon. Brian Martinotti (status: resolved, individual confidential settlements of thousands of claims);

- *Chair-person of Plaintiff Executive Committee*, In re: Testosterone Replacement Therapy Prods. Liab. Litig., MDL 2545, N.D. Ill., Hon. Matthew F. Kennelly (status: resolved);

- *Chair-person of Plaintiff Executive Committee*, In re: Davol, Inc./ C.R. Bard, Inc. Polypropylene Hernia Mesh Prods. Liab. Litig., MDL 2846, S.D. Ohio, Hon. Edmund A. Sargus, Jr. (status: active); and

- *Co-Lead Counsel* – In re: Hair Relaxer Mktg. Sales Practices and Prods. Liab. Litig., MDL 3060, N.D. Ill., Hon. Mary Rowland (status: active).[1]

[1] Over the course of my career, I have also been appointed to Plaintiffs' Steering Committees in seven other MDLs.

8. Prior to the AFFF MDL being formed, my law firm litigated cases involving one of the per- and polyfluoroalkyl substances (PFAS) at issue here—specifically, perfluorooctanoic acid ("PFOA")—for more than five years as part of MDL 2433 (the "C-8 MDL"). Relevant to the instant Settlement Agreement and the underlying negotiations, the C-8 MDL involved only the DuPont Entities and its PFOA.

9. In the C-8 MDL, I served as Co-Lead Counsel of the Plaintiffs' Steering Committee, and in that position, I was responsible for drafting, reviewing and/or revising virtually all of the CMOs, including but not limited to each scheduling order identifying the timelines and timeframes of both fact and expert discovery for every bellwether trial, and each of the forty (40) cancer cases that were prepared for trial. Indeed, a large and significant part of the DuPont liability story and PFOA case generally was discovered in this prior MDL.

10. The personal injuries at issue in the C-8 MDL, including but not limited to testicular and kidney cancer, now appear set to be among the first injuries to be prepared for trial in the AFFF MDL. See e.g. CMO 26. Both kidney and testicular cancer are PFAS-associated injuries that were fully worked up through trial in the C-8 MDL, thereby setting the *Daubert*-proven framework for the cases to be prepared for trial in the AFFF litigation. Many of the experts in this MDL were originally developed by my office through their work in the C-8 MDL,[2] which knowledge and background they then brought to bear here in the AFFF MDL.

11. Notably, Douglas & London's co-founding partner, Gary J. Douglas, was co-lead trial counsel in the first ever PFAS trial, which was in the C-8 MDL. That case, *Bartlett v. E. I. du Pont de Nemours & Co*., 13-cv-170 (S.D.O.H.), resulted in a $1.6 million-dollar compensatory damages award. After *Bartlett*, Mr. Douglas served as lead trial counsel in two subsequent trials,

[2] These experts include Drs. Michael Siegel, Barry Levy, and David MacIntosh and Mr. Stephen Petty.

Freeman v. E. I. du Pont de Nemours & Co., 13-cv-1103 (S.D.O.H.) and *Vigneron v. E. I. du Pont de Nemours & Co*., 13-cv-136 (S.D.O.H.), both of which resulted in significant compensatory and punitive damage awards. These were the first trials in the United States against DuPont for PFAS damages—indeed, against any PFAS-related defendant.

12. During the fourth trial in the C-8 MDL, a global settlement was reached. I served as the primary negotiator with DuPont in this $671 million global settlement that resolved the approximately 3,600 cases pending in the C-8 MDL. Thereafter, I negotiated another additional $70 million-plus settlement with DuPont for a next wave of C-8 cases in that MDL. The professional relationship I was able to forge with counsel for DuPont through the course of the hard-fought C-8 negotiations was crucial to the success we were able to achieve in this instant case.

13. Following the results of the C-8 MDL, and due to the increased regulation by the Environmental Protection Agency ("EPA") brought on, in part, as a result of the C-8 litigation, interest in and information about PFAS continued to spread and grow. As such, prior to the AFFF MDL being formed, and given our unique experience with PFAS, my law firm was one of the first to investigate both AFFF contamination cases, as well as cases involving PFAS contamination more broadly, on behalf of Public Water Systems whose drinking water was contaminated with PFAS through no fault of their own.

14. One of these cases, namely, *Middlesex Water Co. v. 3M,* 18-cv-15366 (D.N.J.), was litigated through *Daubert* and summary judgment by our firm using many of the same experts that were ultimately used in the AFFF MDL.

15. On March 20, 2019, following the establishment of this MDL, under CMO 2, this Honorable Court appointed me as Co-Lead Counsel for MDL 2873. In such capacity, I have served

as the primary organizer of functions and work performed by the PEC, negotiated the vast majority of the CMOs, oversaw coordination of plaintiffs' discovery efforts against the Defendants, and participated in settlement negotiations as one of Plaintiffs' Interim Class Counsel as permitted by the Court's entry of CMO 2.B. In sum, I, along with the members of my firm, have extensive experience and have demonstrated a willingness and ability to vigorously prosecute the class claims.[3]

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE AND IN THE BEST INTEREST OF THE CLASS MEMBERS

16. My colleague, Scott Summy, addresses in his Declaration the extent of discovery and pretrial proceedings that were conducted before this Settlement was reached, to which I add a few points below. Additionally, Mr. Summy and the Court-appointed mediator, Judge Layn Phillips (ret) of Phillips ADR, address in their respective Declarations the hard-fought negotiations that ultimately resulted in the Settlement Agreement. I briefly recap such efforts here.

17. The parties began preliminary and exploratory settlement discussions in the early summer of 2020 based on what we understood was an interest from DuPont. Negotiations were complicated from the beginning.

[3] Without delving into too much detail and in summary format, Mr. Douglas and his team's herculean efforts in the AFFF MDL have included: (a) collecting, reviewing and oversight of coding of over 4.5 million documents spanning over fifty (50) years from the defendants, the United States, and third parties; (b) taking or defending over 160 fact and expert depositions; (c) filing numerous motions to compel depositions and/or the production of documents; (d) briefing the three *Boyle* prongs for opposition of defendants' motion for summary judgment on the pivotal government contractor defense, as well as successful oral argument of same; (e) oversight and participation in a selection of plaintiffs and then discovery in the water provider bellwether process; (f) service of numerous highly specialized reports on behalf of world-class experts in highly specialized fields (as well as expert discovery); (g) briefing of summary judgment and *Daubert* motions in the trial case; and (h) full scale trial preparation, including preparation of openings, meeting and conferring on deposition cuts and exhibits, preparation of demonstratives and exhibits, and preparation of examinations for fact and expert witnesses. *See, e.g.*, CMO 19G.

18. I had numerous discussions with designated settlement counsel for the Dupont Entities. In addition, Scott Summy, Paul Napoli and I met with the DuPont Entities' settlement team over many months, in person, virtually and by phone, and made multiple presentations regarding potential settlement structure. These talks continued, although many times, I thought resolution would be impossible. Both sides fought extremely hard for their positions in one of the most challenging negotiations of my career. While there was an ebb and flow to the three years of negotiations, there was generally no greater than 90 days between cycles of some form of active negotiations between the parties. At all times, the process was arm's-length and highly adversarial.

19. Meanwhile, Gary Douglas was overseeing the prosecution of many of the liability cases against multiple defendants, including the DuPont Entities. This included depositions, consultation with experts, requesting and reviewing document productions, and compounding interrogatories. Mr. Douglas was also selected to serve as lead trial counsel for the first AFFF water provider bellwether trial, *The City of Stuart v. 3M et al.*, 18-cv-3487, which included DuPont, given its role as the supplier of the fluorosurfactant 1157N (which contained PFOA precursors) to co-defendant National Foam, whose AFFF was used in and contributed to the contamination of the City of Stuart.[4]

20. Mr. Douglas and the trial team, comprised of certain other PEC law firms, were a driving force in maintaining significant pressure to help ensure the ultimate success of the settlement negotiations that I, along with the settlement team, helped lead for almost three years.

[4] On May 14, 2023, co-defendant Kidde-Fenwal, Inc. filed for Chapter 11 bankruptcy protection [ECF No. 3122]. Because of the automatic stay against Kidde and National Foam, the City of Stuart moved to sever its claims against the DuPont Entities so the trial could proceed as scheduled. The Court granted the motion to sever on May 26, 2023 [ECF No. 3183].

21. As additional discovery and other work was conducted and as the first bellwether trial involving the *City of Stuart,* scheduled for June 5, 2023, became imminent, counsel for both sides fully understood the risks of proceeding to trial versus the potential benefits of settlement.

22. The Court's appointment on October 26, 2022 of Judge Phillips as the mediator was also incredibly instrumental to the settlement negotiations. Judge Phillips scheduled multiple in-person meetings, virtual meetings and telephonic conferences, which were held on all days of the week, including weekends and holidays. And while such discussions were taking place, the trial team for the *City of Stuart* continued applying dynamic impactful pressure on the DuPont Entities. In addition to meetings conducted with Judge Phillips, we communicated regularly with settlement counsel for the DuPont Entities. All of these efforts, taken together, resulted in a Memorandum of Understanding entered into by the parties on June 1, 2023. This was followed by the Settlement Agreement which was entered into by the parties on June 30, 2023.

23. During negotiations and throughout our work on the Settlement, the DuPont Entities made it clear that they would only settle Public Water System cases on a national class-wide basis. To this end, it was contemplated and ultimately decided that members of the proposed Settlement Class would fall into one of two categories, or "phases." Phase One Class Members are Public Water Systems that draw or otherwise collect from a water source that was tested or otherwise analyzed for PFAS and found to contain PFAS at any level, while Phase Two Class Members are Public Water Systems with *no* PFAS detection but that are either subject to the monitoring rules set forth in UCMR 5, or required under applicable federal or state law to test or otherwise analyze any of the water sources or the water they provide for PFAS before the UCMR 5 deadline. The purpose of the "phase" categorization was to ensure that those Public Water

Systems with known PFAS contamination receive compensation, but also to fairly account and provide for those Public Water Systems with not-yet-known PFAS contamination.

24. Our settlement team consulted with ethical experts as to the settlement structure and the proposed Phases. On the basis of both their advice and my and my Co-Leads' informed judgment, it was determined that separate counsel should be nominated to represent Phase Two Class Members, out of an abundance of caution and in order to ensure proper representation of all putative Class Members. I therefore contacted Elizabeth Fegan, Esq., of Fegan Scott, who I knew as a highly respected and accomplished attorney in the class field, and someone who was associated with Phase Two Class Members. She agreed to review the terms and conditions of the Settlement Agreement and assess their fairness, adequacy and reasonableness—both generally and as to putative Phase Two Class Members, specifically. After a full and independent review of the Settlement Agreement, its exhibits, and the opinions of the experts involved, she determined that the proposed Settlement Agreement provides fair, reasonable and adequate compensation to Phase Two Class Members and treats them equitably in relation to Phase One Class Members.

25. Indeed, the Settlement confers substantial benefit on all putative Class Members and resolves allegations of PFAS contamination in Public Water Systems' drinking water. Plaintiffs claim that, over the course of the DuPont Entities' foray into the market, Defendants developed, manufactured, formulated, distributed, sold, transported, stored, loaded, mixed, applied, used and/or supplied PFAS-containing products that contaminated and/or threatened contamination of the water wells and water sources that supply Plaintiffs' and other putative Class Members' drinking water, requiring costly treatment and/or remediation. The Settlement

will provide significant compensation for the DuPont Entities' share of liability for its contribution to the largest contamination threat to drinking water in our nation's history.

The Proposed Settlement with the DuPont Entities is Fair and Reasonable.

26. The DuPont Entities are large domestic chemical corporations, and although they may often be mentioned alongside the likes of fellow industry giant 3M, they do not hold a similar share of liability in this MDL or for these claims. In fact, after years of litigation and the review of millions of documents from the DuPont Entities, my firm's unique experience, as well as that of members of our PEC, led us to the strong opinion that the DuPont Entities held a much smaller share of the PFAS liability for contamination in drinking water in Public Water Systems—something we estimated to be about 3 to 7%.

27. To arrive at the 3 to 7% liability share estimation, several factors were considered and analyzed, one of the most important being that the DuPont Entities never manufactured or sold AFFF. Indeed, through discovery it was learned that the DuPont Entities' first direct entrance into the AFFF market was in 2002 when they purchased the Forafac line of fluorosurfactants that were used in AFFF from a French company named Atofina. The Forafac line included several C-8 based fluorosurfactants, including Forafac 1098, Forafac 1210, and, most notably, Forafac 1157N, which contained 23% of precursor molecules that have the potential to degrade to PFOA in the environment.[5]

[5] It was further discovered that Forafac 1157N was the preferred fluorosurfactant of many foam manufacturers, including Tyco-Chemguard, National Foam, Fire Service Plus, and Buckeye. Even when the DuPont Entities were phasing out of the manufacture and sale of fluorosurfactants containing PFOA-precursors (which concluded at the end of 2014 pursuant to the EPA's 2010/2015 PFOA Stewardship Program), the AFFF manufacturers continued to demand, purchase and stockpile 1157N for use in their AFFF. The AFFF manufacturers did this even though they knew the environmental threat that PFOA posed, and were aware that the DuPont Entities were offering a safer C-6 based Capstone fluorosurfactant product line that had virtually no potential to degrade to PFOA.

28. Additionally, discovery relating to the Dupont Entities' purchase of the Forafac line from Atofina demonstrated that the pre-2002 liabilities connected to Forafac stayed with Atofina, and is currently held by a co-defendant, Arkema, Inc., not the DuPont Entities.

29. Further, through discovery it was also learned that the DuPont Entities had indirectly entered the AFF market through the sale of C-8-based fluorotelomer "intermediates,"[6] a raw material used to manufacture fluorosurfactants, from 1974 to 2015. These intermediates consisted of variations of Zonyl Telomer B, including Tel. B-L, Tel. B-N, and Tel. B-OP. The DuPont Entities sold these telomer intermediates to many companies/co-defendants, including Dynax, Ciba-Geigy, and Tyco-Chemguard, who then used them to produce AFFF-specific fluorosurfactants and other products. The DuPont Entities were a few of the many co-defendants in this MDL that sold these telomer intermediates to many companies/co-defendants.

30. In short, the estimate of 3 to 7% of PFAS-related liability in this MDL belonging to the Dupont Entities was determined after a rigorous and meticulous analysis of the facts.

31. Further, the unique Settlement structure reflects the changing regulatory landscape affecting Public Water Systems. Because the EPA has not yet required nationwide PFAS testing, some Public Water Systems have already tested (some, several times), while others will soon be required to test for the first time. A settlement that simply paid cash to those with past PFAS detections would not compensate those Public Water Systems who are now adapting to the new regulatory environment.

32. The Settlement structure is sensitive to the evolving regulations, allowing time and providing funding for Public Water Systems to test their water sources and submit claims for

[6] An intermediate is any chemical produced during the conversion of some reactant to a product. Here, the DuPont Entities used fluorotelomerization to react perfluoroethyl iodide and tetrafluoroethylene in order to manufacture the raw material used in manufacturing fluoro-telomer-based surfactants and fluoropolymers.

compensation. To this end, the claims period aligns with the EPA's UCMR 5 deadline for the required federal testing, and the Settlement pays for more extensive testing than that required by the EPA. This broad relief ensures that all Class Members receive the greatest possible benefit.

33. Several Public Water Systems agreed to serve as Class Representatives if appointed by the Court. These Plaintiffs represent a widely diverse range of putative Class Members, including both privately-owned water providers that operate Public Water Systems and publicly-held Public Water Systems that draw from both groundwater and surface water, and serve populations ranging in size from under 3,300 to over 100,000 individuals. The proposed Class Representatives will fairly and adequately protect the interests of the members of the proposed Class. It is my understanding that no proposed Class Representative was promised, or conditioned its representation on, the expectation of a service award.

34. In my professional opinion and based upon my detailed understanding of these cases and the proposed Settlement, this Settlement maximizes the recovery available to Public Water Systems in light of the DuPont Entities' share of the overall PFAS liability vis-a-vis other PFAS contributors in this MDL and taking into account the risks of ongoing litigation against Defendants for these Public Water System cases. The Settlement also addresses the complexities of first establishing and then proving a case against a non-AFFF manufacturer who possibly provided a component part of a product that might have been used any time generally over the last 50 years until 2016—and whose name would never appear on the product itself, if the product itself (the AFFF) or its records were even available.

35. Further, based on my extensive experience in complex litigation, and my personal involvement in the prosecution of these cases against DuPont well before the MDL and then within this MDL, I submit that this Settlement is also in the best interests of all putative Class

Members. It maximizes the recovery they could achieve and provides financial assistance to Public Water Systems now, as they deal with PFAS contamination in real time, avoiding the delay of proceeding with trial and any post-trial motion practice and appeals. The Settlement is eminently fair, reasonable and adequate.

36. It could take many years for individual Public Water Systems to engage in and complete litigation on a case-by-case basis. Nor is a favorable outcome guaranteed, either on the merits or when considering whether the DuPont Entities have the financial viability to sustain verdict after verdict, along with the cost of defending hundreds or thousands of the cases being litigated against it. The DuPont Entities do not have unlimited resources and face other risks. See Summy Declaration at 19-23. These factors were all considered and weighed when assessing the merits of this Settlement and in deciding to recommend it. I believe that the Settlement represents as fair and equitable a recovery as possible for all putative Class Members compared to what they might obtain against the DuPont Entities through continued litigation of this matter in light of the known risks and considering all the known facts and circumstances. The Settlement should be approved by the Court as fair, reasonable, and adequate.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of July 2023, at New York, New York.

Michael A. London, Esq.
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038

EXHIBIT

5

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF PAUL J. NAPOLI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

I, Paul J. Napoli, declare, pursuant to 28 U.S.C. §1746, as follows:

I. INTRODUCTION

1. I am an attorney licensed to practice in all courts in the States of New York and Illinois. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Class and for permission to disseminate Class Notice under Federal Rule of Civil Procedure 23(e). I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them.

2. I am a Founder and Partner in the law firm of Napoli Shkolnik, where I lead the firm's Environmental Department.

3. My work in Napoli Shkolnik's Environmental Contamination Department focuses primarily on representing public water suppliers whose water supplies are contaminated with

chemical substances. In that capacity, I have represented a wide range of public water suppliers, spanning from those operating hundreds of drinking water production wells to small towns that draw water from rivers. Through my work representing water providers over the past thirty years, I have developed a sophisticated understanding of their operations, and have worked with engineering and scientific experts to understand both how contaminants affect Public Water Systems and the equipment and techniques necessary to reduce or remove those contaminants from drinking water.

II. QUALIFICATIONS AND EXPERIENCE

4. I have a significant amount of experience serving in leadership positions in complex environmental and mass tort litigation cases, including representing numerous public entities and individuals in environmental tort cases similar to the proposed class action at issue here. These cases have resulted in billions of dollars in recoveries for my clients, and include but are not limited to the following:

a. *In re Flint Water Cases*, No. 5:16-cv-10444 (E.D. Mich.) – Our firm served as Co-Liaison Counsel overseeing the individual personal injury, property damage, and wrongful death lawsuits brought by thousands of victims of the Flint water crisis. The lawsuits alleged that Flint residents suffered ruinous damages to their health and property when defendants recommended, approved, and caused Flint's water supply to become contaminated with corrosive lead and bacteria. Although litigation is still ongoing, our firm was instrumental in negotiating a landmark settlement with certain defendants in the case and establishing a victims compensation fund of over $600 million for injured Flint residents.

b. *In re: MTBE (Methyl Tertiary Butyl Ether) Products Liability Litigation*, MDL 1358 (S.D.N.Y.) – Our firm represented more than two dozen public entities and hundreds of individuals across the country in litigation against the major oil companies who made the decision to add MTBE to gasoline. Many of these cases were transferred to the MDL, while others were litigated in state courts across the country. Our firm successfully negotiated settlements totaling more than $50 million with ExxonMobil Corporation and other defendants on behalf of our clients whose potable drinking water sources were endangered and contaminated by leaks of petroleum additive.

c. *In re: World Trade Center Disaster Site Litigation*, 21 MC 100 (AKH) (S.D.N.Y.) – I served as Plaintiffs' Liaison Counsel and helped negotiated a historic settlement of more than ten thousand workers' claims against the City of New York, its contractors and other defendants in the mass tort litigation involving first responders, construction workers, and laborers who became ill as a result of toxic exposures suffered during the debris removal and clean-up operations at the World Trade Center and related sites following the September 11, 2001 attacks.

5. In addition to the environmental matters listed above, I have extensive experience representing municipalities and individuals in complex mass tort litigations similar to the present case. Those litigations include but are not limited to the following:

a. *In re New York Opioid Cost Recovery Litigation*, Index No. 400000/2017 (N.Y. Sup. Ct., Suffolk Cty.) – I was appointed Co-Lead Counsel in this litigation where our firm represented more than two dozen municipalities in New York against certain pharmaceutical manufacturers for harm allegedly caused by false and misleading marketing campaigns promoting semi-synthetic, opium-like pharmaceutical pain relievers and the synthetic opioid prescription pain medication fentanyl as safe and effective for long-term treatment of chronic pain. In December 2021, our firm obtained a jury verdict against Teva Pharmaceuticals USA, Inc. and five other companies on behalf of our client, Nassau County, New York, for causing a public nuisance by minimizing the addictiveness of opioids with misleading marketing. Prior to the verdict, our firm was instrumental in brokering a $1.1 billion settlement between the nation's three largest drug distributors and the State of New York, as well as a $50 million settlement between Endo Pharmaceutical and the State of New York.

b. *In re: Diet Drug (Phentermine, fenfluramine, dexfenfluramine) Products Liability Litigation*, MDL No. (E.D.P.A.) – I helped negotiate a half-billion-dollar settlement on behalf of thousands of plaintiffs injured as a result of their ingestion of defective diet medications.

c. *In re Rezulin Litigation*, Index No. 121762/00 (N.Y. Sup. Ct., N.Y. Cty.) – I was appointed Plaintiffs' Liaison Counsel in this litigation concerning a defective medication for Type II diabetes that was removed from the market due to adverse health effects in March 2000. Federal and state court litigation over the drug eventually resulted in Pfizer, Inc. paying out settlements totaling approximately $750 million.

6. In the last few years, several public water providers have become concerned about new chemicals including PFOA and PFOS that were detected in their water systems. Given our

experience in this area, we agreed to investigate the potential sources of PFAS contamination and research potential legal remedies that could provide relief to these clients. Based on that investigation, we believed it was viable to bring tort claims (products liability, negligence, nuisance, and trespass) against the manufacturers of AFFF that contained PFAS.

7. My firm first became involved in this litigation when we filed a lawsuit in February 2018 alleging AFFF-related PFAS contamination on behalf of Hampton Bays Water District, a municipal drinking water provider located in Southampton, New York. Shortly thereafter, my firm filed additional lawsuits asserting claims for injuries resulting from AFFF-related PFAS contamination on behalf of individual and municipal clients in Colorado, Delaware, Massachusetts, New York, Pennsylvania, and Washington. At the time, our largest docket of cases was in the District of Colorado, where I was appointed to serve as Co-Liaison Counsel in the *Colorado PFOA / PFOS Toxic Tort Litigation (Bell, et al. v. The 3M Company, et al., No. 1:16-cv-02351-RBJ)* (the "Colorado AFFF Litigation") by the Honorable R. Brooke Jackson of the United States District Court for the District of Colorado. Eventually, all of these cases were transferred to MDL 2873, created in the United States District Court for the District of South Carolina for coordinated or consolidated pretrial proceedings pursuant to 28 U.S.C. § 1407. *See* 357 F.Supp.3d 1391, 1394 (J.P.M.L. December 18, 2018). Since that time, we have filed a number of similar cases arising from AFFF-related PFAS contamination that have also been transferred to MDL 2873, including more than one hundred cases on behalf of public water suppliers across the country.

8. On March 20, 2019, Judge Gergel appointed me to be Co-Lead Counsel for MDL 2873. In that capacity, I am a Co-Chair of the Plaintiffs' Executive Committee and, along with my two Co-Leads, have been appointed to serve as Settlement Counsel on behalf of all Plaintiffs

in this litigation. In addition, I am the Co-Chair of the PEC's Discovery and Personal Injury Committees and a member of the PEC's Science, Legislative, and Public Water Supplier Committees. My firm also has members on the PEC's Document Review and Law & Briefing Committees. As Co-Lead Counsel, both my firm and I have been heavily engaged in practically all aspects of the prosecution of this litigation. My Partner Coral M. Odiot Rivera was actively involved in the settlement negotiations. She was also actively involved in the selection of class representatives and in the revision of settlement documents in the present class action. Further information on the individual contributions made by each team member to the case will be provided in subsequent filings, offering comprehensive details.

III. THE PEC'S DISCOVERY EFFORTS

9. Starting in the Summer of 2019, the PEC served Master Sets of Interrogatories and Requests for Production of documents on approximately thirty (30) core MDL defendants that cut across the majority of the cases in this MDL. These MDL defendants included the DuPont Defendants, as well as the telomer AFFF manufacturers, the suppliers of fluorosurfactants used in telomer AFFF, and the suppliers of the raw fluorochemicals that went into the fluorosurfactants used in telomer AFFF, as well as the United States and various departments and agencies. To date, these discovery requests have resulted in the production of over 4.64 million documents totaling more than 37.4 million pages, have been produced by the various defendants and third parties.

10. The PEC also conducted 162 depositions of fact and expert witnesses.

IV. LEGAL COSTS

11. The costs associated with litigating MDL 2873 have been significant. In addition to all of the legal work outlined above (which was performed by dozens of lawyers, paralegals, and staff), the PEC advanced litigation costs for trial preparation, experts, depositions, filing fees,

travel, and the document repository needed to review the voluminous discovery produced in this case.

12. My firm, and the other PEC firms, spent thousands of hours over 4-5 years engaged in discovery, fact development, and motions practice. It was a massive undertaking that required highly skilled lawyers with experience in complex litigation. Further, notwithstanding that it coincided with the COVID-19 pandemic, general liability discovery of the DuPont Defendants was substantially completed before the Settlement was finalized.

V. LEGAL RISK

13. Both my firm and the other firms on the PEC were at all times cognizant that there was a substantial risk of not being able to recover damages on behalf of our clients. For one thing, all of the manufacturer defendants claimed that the government contractor defense shielded them from liability because the government required the use of PFAS in the design of any AFFF manufactured for U.S. military use. And while our preliminary factual and legal research supported a strong opposition to this defense, there remained a substantial risk that the Court would rule for defendants as a matter of law. Even after Judge Gergel denied the defendants' respective motions for summary judgment based on that defense, there remained potential factual disputes that could present a triable issue for certain defendants in individual cases. Further, the manufacturer defendants have vigorously contested all of Plaintiffs' factual and legal allegations, meaning that in any particular case, a jury could find for the defense.

VI. SETTLEMENT NEGOTIATIONS AND BENEFITS

14. The parties began preliminary and exploratory settlement discussions in the second quarter of 2021. After more than a year of stalemated negotiations, the Court appointed Hon. Layn Phillips (retired) as mediator on October 26, 2022. Judge Phillips, of Phillips ADR in Corona Del Mar, California, scheduled mediation sessions and the parties met regularly, both in-person and

remotely over Zoom. The frequency of these mediation sessions steadily increased starting in early 2023 and for the past several months have occurred on an intense—and sometimes daily—basis.

15. Following months of intensive mediation sessions and negotiations, on June 30, 2023, the parties executed the Settlement Agreement.

16. Having litigated and settled similar cases on behalf of Public Water Systems before, I expected that the DuPont Defendants would seek to settle on a class basis. To prepare for an eventual settlement of these cases, my Co-Leads and I retained Dr. Michael Trapp and Mr. Rob Hesse as consulting experts to advise on class member identification and settlement allocation projects.

17. Each Public Water System in the United States is an entity permitted and regulated by the EPA. The EPA assigns a unique identification number called a "PWSID" to each Public Water System and maintains the Safe Drinking Water Information System ("SDWIS"), a centralized database that contains an inventory of all Public Water Systems in America as well as administrative contact information for each. Thus, all Public Water Systems can be readily ascertained based on their registration and the system-specific information provided in EPA's SDWIS database. Determining which of those Public Water Systems meets the Settlement Class definition depends on their status ("Active" vs "Inactive") on SDWIS, as well as on other objective factors such as population served and whether or not such System is subject to UCMR-5.

18. Class Notice will be delivered to all Public Water Systems in EPA's SDWIS database that meet the Class definition, after which those Systems will submit a Claims Form and provide, and attest to, the information that Form requires.

19. Another major challenge in brokering this Settlement was the creation of an allocation formula that would distribute the Settlement funds to Class Members fairly and efficiently, a task that has collectively required hundreds of hours of research and analysis. To address this issue, the PEC's consulting experts considered the primary factors that drive a Public Water System's PFAS-related treatment costs: capital costs (which are a function primarily of the amount of PFAS-contaminated water) and operation and maintenance, or "O&M" costs (which are a function primarily of the relative concentration of PFAS contamination in the water). The experts then identified scientific and EPA-derived formulas that could numerically score the respective Class Members' contaminated water sources, which could then be used to proportionally compensate those Class Members for PFAS-related treatment of those water sources. Based on my experience litigating complex environmental cases and other mass torts, and my understanding of the calculation of Settlement benefits to compensate prospective Class Members, this allocation formula objectively divides the Settlement funds based on real-world cost parameters.

20. Several water provider Plaintiffs in this MDL have agreed to serve as Class Representatives for purposes of this Settlement (the "Proposed Class Representatives"). These Proposed Class Representatives are not only longstanding participants in the process that led to this Settlement but also fully understand their role in representing the interests of the absent Class Members. They have accepted this role enthusiastically and have no interests that conflict with those of the absent Class Members.

21. The Settlement confers substantial relief on all putative Class Members and resolves allegations that, over the course of five decades, the DuPont Defendants manufactured,

sold, and supplied PFAS-containing products that contaminate Plaintiffs' and putative Class Members' Public Water Systems, requiring costly treatment and/or remediation.

VII. CLASS CERTIFICATION REQUIREMENTS

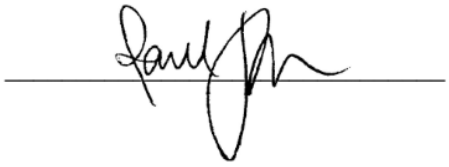
23. In my opinion, all the requirements for class action certification are met here, and class resolution of the claims in this MDL is far more sensible than individual litigation. I take this moment only to mention that the Proposed Class Representatives have informed me and my Co-Leads that they understand their duties as representatives of the proposed Class and in that capacity will consider the interests of absent Class members in seeking Court approval of the proposed Settlement. The Proposed Class Representative have actively participated in discussions with me and my Co-Leads throughout this litigation and will continue to do so. Lastly, none of the Proposed Class Representatives has been promised a service award nor have any of them conditioned their agreement to serve as a Class Representative on the expectation of such an award.

VIII. PROFESSIONAL OPINIONS.

24. I have a detailed understanding of the cases involved in this MDL and the proposed Settlement with the DuPont Defendants. Based on my extensive experience litigating similarly complex environmental and mass tort cases and my personal involvement with these cases since the inception of this MDL, I believe this Settlement is not only fair, reasonable, and adequate, but is also in the best interests of all Class Members in light of all the known facts and circumstances. As such, it should be approved by the Court. It could take up to a decade for individual Public Water Systems to fully litigate their case and even then, the outcome is not guaranteed. In my opinion, the proposed Settlement maximizes the recovery that the putative Class Members could achieve in light of the known risks while avoiding costly and time-consuming litigation.

25. I declare under penalty of perjury under the laws that the foregoing is true and correct.

Executed this 10th day of July 2023.



Paul J. Napoli

EXHIBIT 6

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF COURT-APPOINTED MEDIATOR LAYN PHILLIPS IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF THE CLASS ACTION SETTLEMENT

I, LAYN PHILLIPS, declare:

1. I submit this Declaration in my capacity as the mediator in connection with the proposed settlement of certain claims within the above-captioned multi-district litigation ("MDL"). While the mediation process is confidential and privileged, the Parties to the proposed Settlement Agreement – proposed Class Representatives, Interim Class Counsel and Settling Defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours & Company n/k/a EIDP, Inc. (collectively, "Settling Defendants") – have authorized me to inform the Court of certain procedural and substantive matters in support of approval of the Settlement. My statements and those of the parties during the mediation process are subject to

Federal Rule of Evidence 408, and there is no intention on either my part or the Parties' part to waive the protections of Rule 408 and/or similar statutes, rules, and laws. I make this Declaration based on personal knowledge and am competent to so testify.

Background and Qualifications

2. I am the founder of Phillips ADR Enterprises ("PADRE"). I am also a former United States Attorney and former United States District Judge.
3. I received both my B.S. and my J.D. from the University of Tulsa. I also completed a two-year LLM program at Georgetown University Law Center in the field of antitrust and economic regulation of industry.
4. I joined the U.S. Attorney's office in Los Angeles in 1980 as an Assistant U.S. Attorney and served as a federal prosecutor in the Central District of California for four years. I was then nominated by President Reagan to serve as a United States Attorney in Oklahoma, where I served for approximately three years.
5. Three years into my time as a U.S. Attorney, I was nominated by President Reagan to serve as a U.S. District Judge in Oklahoma City, during which tenure I presided over more than 140 federal trials in Oklahoma, New Mexico and Texas. I also sat by designation on the U.S. Court of Appeals for the Tenth Circuit in Denver, Colorado, where I participated in numerous panel decisions and published multiple opinions.
6. In 1991, I resigned from the federal bench and joined the law firm of Irell & Manella, where I spent 23 years specializing in complex civil litigation, internal investigations and alternative dispute resolution.

7. I was named as one of the 10 Outstanding Young Americans by the U.S. Junior Chamber of Commerce for my years of commitment to public service. I was also elected into the American College of Trial Lawyers as a result of my trial work.

8. Over the past 27 years, I have successfully mediated numerous complex, multi-party cases, including mass torts and class actions; business and commercial matters; antitrust cases; environmental actions; and products liability actions.

The Arms-Length Settlement Negotiations

9. In 2022, I was contacted by Interim Class Counsel for the above-captioned MDL: Michael A. London at Douglas & London, P.C.; Scott Summy at Baron & Budd, P.C.; and Paul J. Napoli at Napoli Shkolnik.

10. When I was contacted by Interim Class Counsel in the matter of the AFFF MDL, they asked if I would serve as mediator for their negotiations with Settling Defendants. I was confident my experience would allow me to serve in such a role, and on October 26, 2022, I was formally appointed as Mediator by Court Order of the MDL Judge, the Honorable Richard Gergel.

11. Since my appointment, I have met extensively with the negotiating Parties, both in person and virtually. Counsel for the Parties have had multiple days-long meetings, drafting sessions, and guided mediations. We have convened in-person on multiple occasions, and I have also moderated numerous conference calls and videoconference calls. All Parties were well-represented by Counsel in such meetings.

12. Both prior to and after our meetings and calls, Counsel exchanged and submitted – both to me on a for-my-eyes-only basis, as well as to each other through me – information and documents, including detailed mediation statements, opposition mediation statements,

reply mediation statements, sur-reply mediation statements, damages calculations, supporting or relevant factual data and evidence, and a wealth of other materials. I found these submissions to be invaluable in helping me understand the relative merits of each Party's position and identifying the issues that were likely to serve as the primary drivers and obstacles to achieving a settlement.

13. Counsel for both Parties presented significant arguments regarding their client's positions and zealously advocated on their behalf. It was apparent that both sides possessed persuasive arguments and strongly believed in their position. At the same time, it was equally apparent that both sides faced notable risk, and neither was assured of victory.

14. Because the Parties submitted their materials and made their presentations in the context of a confidential mediation process pursuant to Federal Rule of Evidence 408, their contents cannot be revealed. I can say, however, that the arguments and positions advanced by all involved were complex, nuanced, credible, and the product of hard work and careful consideration.

15. During the ensuing months and in order to assist in attempting to resolve this litigation, I engaged – as did members of my team, Andra Greene and Clay Cogman of Phillips ADR – in countless in-person, telephonic, Zoom, and email discussions and conversations with Interim Class Counsel and counsel for Settling Defendants, separately and jointly.

16. On June 30, 2023, the mediation process resulted in a signed Settlement Agreement detailing a proposed national class settlement. As noted above, I moderated numerous in-person meetings and participated in many Zoom mediation sessions and countless phone calls with Counsel for the Parties to address numerous issues related to the final settlement agreement and class settlement process.

17. Having said that, I remain involved in their ongoing discussions regarding the detailed contours of this Settlement.

18. The Parties' settlement negotiations, while always professional, were hard fought and adversarial and tackled virtually every aspect of this Settlement, including but not limited to the class definition; definitions of key terms and complex scientific concepts; the amount, scope, and timing of compensation for class members; the methodology for allocating funds among class members; the scope of the release language; and the appropriate monetary value for such a settlement.

19. To the extent that the settlement negotiations were difficult and contentious, that was only because all involved held firm to their convictions that they had the stronger factual and legal arguments on issues relevant to liability, damages, and otherwise, leading to robust debates on virtually every aspect of the settlement, including the ultimate outcome of motions, trials, and appeals if a negotiated agreement was not achieved. Further, all involved recognized that both sides had the resources and determination to prosecute and defend this action for many more years.

Conclusion

20. Based upon my experience as a former federal judge, a litigator, and my experience as a mediator in mass and class actions, as well as from my role as the mediator here, I respectfully lend three primary observations.

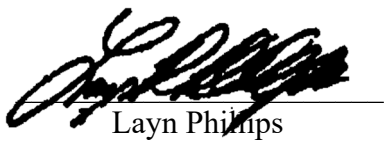
21. First, this Settlement represents an outcome that is reasonable, fair, and adequate for the putative Class and all Parties involved. The Settlement represents the Parties' and their Counsel's best professional effort and judgment about a fair, reasonable, and adequate settlement after thoroughly investigating and litigating the case for years and accounting

for the strengths and weaknesses of their respective positions on key issues in the case, the risks and costs of continued litigation, and the best interests of their clients under the facts and circumstances of this case. I am generally familiar with the Parties' methodology for allocating funds among class members, and I believe the planned allocation is reasonable and fair in light of the different relevant circumstances presented by class members. I support the Preliminary Approval Order being requested herein and will at the appropriate time support approval of this Settlement.

22. Second, the outcome is due to the assiduous efforts of Interim Class Counsel and counsel for Settling Defendants. I came away from these negotiations thoroughly impressed with the effort, creativity, and zeal that they put into their work for this matter.

23. Third, the advocacy on both sides of the case was outstanding. The attorneys from the law firms on both sides of this case, which are nationally recognized for prosecuting and defending large and complex actions, all displayed the highest caliber of civility in carrying out their duties on behalf of their respective clients. This settlement is the direct result of counsel's expertise and experience in these types of complex actions, and the vigorous and exemplary representation they exercised on behalf of their clients here.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on the 9th day of July, 2023.



Layn Phillips

EXHIBIT 7

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF ELIZABETH A. FEGAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, FOR CERTIFICATION OF SETTLEMENT CLASS AND FOR PERMISSION TO DISSEMINATE CLASS NOTICE

I, Elizabeth A. Fegan, declare as follows:

1. I am the Managing Member and founder of Fegan Scott LLC. I have nearly 30 years of experience representing plaintiffs in complex and class action litigation and have successfully prosecuted similar cases. After 15 years as Managing Partner of Hagens Berman's Chicago office, I founded Fegan Scott in May 2019.

2. I have successfully led nationwide class actions, been recognized by courts throughout the country for my experience and been appointed by federal and state courts to Special Master teams overseeing class actions. And in its relatively short existence, Fegan Scott has already achieved significant recoveries on behalf of consumers. As a result, Fegan Scott is a finalist for the 2023 Elite Trial Lawyer Awards in the Consumer Protection category.

3. Since Fegan Scott was founded in 2019, I have served as Lead Counsel in significant consumer class actions, including in *In re TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.). In *TikTok*, on August 22, 2022, Judge Lee granted final approval of a groundbreaking $92 million settlement for consumers who use the app. The settlement is one of the largest privacy class action settlements ever achieved.

4. I also served as Co-Lead Counsel in *Zakikhani, et al. v. Hyundai Motor Company*, et al., 8:20-cv-01584-SB-JDE, ECF No. 130 (C.D. Cal.), concerning a potentially deadly defect that causes spontaneous engine compartment fires in over three million Hyundai and Kia vehicles, across dozens of models and over a decade of production model years. The court granted final approval of a settlement valued in excess of $650 million on May 10, 2023.

5. Prior to founding Fegan Scott, I founded the Chicago office for nationwide class action firm Hagens Berman Sobol Shapiro LLP. There, I was part of the Co-Lead Counsel team in *In re NCAA Student-Athlete Concussion Injury Litigation*, No. 1:13-cv-9116 (N.D. Ill.) (Lee, J.), which resulted in an historic nationwide class settlement on behalf of four million current and former NCAA student-athletes comprised of a $70 million, 50-year medical monitoring program to diagnose the short- and long-term effects of concussions and the accumulation of subconcussive hits.

6. When subsequently *sua sponte* appointing me as Co-Lead Counsel in *In re TikTok, Inc.,* the Hon. John Z. Lee remarked that "Ms. Fegan demonstrated to me during her work in the NCAA Student-Athlete Concussion MDL that she is very astute, hard-working and, perhaps most important of all in this circumstance, fair and level-headed."

7. Additional non-exhaustive examples in which I led the prosecution include a series of class actions against insurance companies that sold equity-indexed deferred annuities that

targeted, but were inappropriate for, senior citizens. These cases led to numerous settlements, e.g., American Equity Senior Annuities Fraud MDL (C.D. Cal.) ($129 million settlement) and Midland Senior Annuities Fraud MDL (C.D. Cal.) ($79.5 million settlement). I was also appointed Class Counsel and Liaison Counsel in *In re Stericycle, Inc., Sterisafe Contract Litig*., MDL No. 2455, No. 13-cv-5795, where we received final approval of a $295 million class settlement.

8. I have been named, *inter alia:* an Illinois Super Lawyer (annually 2016-2023); Sports/Gaming/Entertainment Law Trailblazer, The National Law Journal (2022); and Top 50 Women in Law Honoree, Chicago Daily Law Bulletin/Chicago Lawyer (2021, 2023).

9. Because I have represented governmental entities in the past, including the Commonwealth of Puerto Rico, the City of Chicago and related entities (such as the Chicago Park District, Public Building Commission, and Chicago Police Department), and the Village of Maywood, Illinois, I have been monitoring this MDL, especially the recent proceedings of the bellwether trial, as well as other litigations, for developments relating to prospective clients that have not yet tested positive for PFOA and PFOS.

10. As the Court's bellwether rulings occurred, I became associated with Plaintiffs Niagara County, City of Pineville, and City of Iuka, Public Water Systems that have not yet tested positive but are or will be required to test for contamination, i.e., Phase Two Class Members.

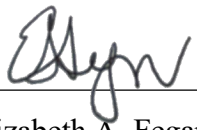
11. Because I did not represent any Public Water Systems that had already tested positive for PFOS or PFOA contamination, Michael London asked me on behalf of Interim Class Counsel if I would consider representing the interests of all Phase Two Class Members and assessing whether the terms and conditions of the Settlement Agreement with Defendants Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, "the DuPont entities") were fair, adequate, and reasonable.

12. I agreed to consider the proposal but only after I had an opportunity to review the terms of the proposed Settlement Agreement with the DuPont entities and any underlying assumptions (and the bases therefor). Thereupon, I engaged in an exhaustive review of the proposed Settlement Agreement, conducted an independent review of the experts' recommendations, and engaged in negotiations and numerous discussions concerning the proposed Allocation for Phase Two Class Members. After my team's full review, I agreed that the proposed Settlement Agreement with the DuPont entities provides fair, reasonable, and adequate compensation to Phase Two Class Members and treats them equitably in relation to Phase One Class Members.

13. I therefore willingly accepted the responsibilities of becoming a proposed Class Counsel. I believe that the proposed Settlement with the DuPont entities is in the best interests of my clients and all putative Phase Two Class Members. Consequently, I am willing and able to commit my time and resources to this matter, and request that the Court appoint me, along with the other Interim Class Counsel, as Class Counsel.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 8, 2023



Elizabeth A. Fegan

EXHIBIT 8

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP, LLC

I, Steven Weisbrot, Esq., declare and state as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC ("Angeion"). Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over $15 billion to class members. The executive profiles as well as the company overview are available at https://www.angeiongroup.com/our_team.php.

2. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services. Specifically, Angeion will draw on its experience in administering *City of Long Beach v. Monsanto Co.*, Case No. 2:16-cv-03493 (C.D. Cal.), which involved alleged PCB-related environmental impairments, including impairments to water bodies. In administering that settlement, direct notice was effectuated to approximately 99.7% of settlement class members. (See Dkt. 304-1, Exh. E, Platt Decl. at ¶ 18).

3. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.

4. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter. I am also a frequent speaker on notice issues at conferences throughout the United States and internationally.

5. I was certified as a professional in digital media sales by the Interactive Advertising Bureau ("IAB") and I am co-author of the Digital Media section of Duke Law's *Guidelines and*

Best Practices—Implementing 2018 Amendments to Rule 23 as well as the soon to be published George Washington Law School *Best Practices Guide to Class Action Litigation*.

6. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication in effecting due process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and have offered a curriculum to educate the judiciary concerning notice procedures.

7. Prior to joining Angeion's executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

8. My notice work comprises a wide range of class actions that include product defect, false advertising, data breach, mass disasters, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

9. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received for its class action notice programs is attached hereto as **Exhibit A**.

10. This declaration will describe the Notice Plan that we will implement in this matter, including the considerations that informed the development of the Plan and why it will provide due process to the Settlement Class.

SUMMARY OF THE NOTICE PLAN

11. In my professional opinion, the proposed Notice Plan for the Settlement between Plaintiffs and Defendants Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, "the DuPont entities") described herein is the best notice that is practicable under the circumstances and fully comports with the requirements due process, and Fed. R. Civ. P. 23. It provides for individual direct notice via mail to all reasonably identifiable Settlement Class Members, outreach to national and local water organizations, a comprehensive media plan, and the implementation of a dedicated website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement with the DuPont entities.

MAILED NOTICE

12. Angeion has been informed that it will be provided with a Class List that will contain the names and address information of over 14,000 water districts/sewage plants. The Class List is the list of Public Water Systems that Class Counsel believe may fall within the definition of the Settlement Class, based on information available to Class Counsel as of June 30, 2023. The address information for each Settlement Class Member was obtained from the U.S. EPA's Safe Drinking Water Information System ("SDWIS").

13. As part of the Notice Plan, Angeion will send the Long Form Notice ("Notice") via USPS certified mail with tracking and signature required to all Settlement Class Members for whom mailing addresses are included on the Class List provided to Angeion. Notice will be mailed via USPS first-class mail, postage prepaid, to any P.O. Box addresses.

14. Angeion will employ the following best practices to increase the deliverability rate of the

mailed Notices: (i) Angeion will cause the mailing address information for Settlement Class Members to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS; (ii) Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the Class List will be updated accordingly; (iii) Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources to locate updated addresses, including but not limited to public records, real estate records, and electronic directory assistance listings, etc.; (iv) Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process. Angeion will also identify the address information provided by SDWIS and will monitor SDWIS for any updates.

15. Further, any mailed Notices that remain undeliverable after the above-described efforts will be subjected to manual internet searches, phone calls to obtain updated addresses and/or the identification of email addresses for providing backup notice if efforts to obtain a mailing address are not successful or where the Settlement Class Member requests the notice be sent via email.

16. Angeion will also cause a reminder postcard to be sent prior to applicable deadlines.

EMAIL NOTICE

17. The Class List will also include email addresses. As part of the Notice Plan, Angeion will cause the Summary Notice to be sent via email to all Settlement Class Members on the Class List with email addresses.

18. Angeion will design the email to avoid many common "red flags" that might otherwise cause a spam filter to block or identify the email as spam. For example, the email will not include attachments like the Long Form Notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.

19. Angeion will employ additional methods to help ensure that as many recipients as possible receive the Summary Notice via email. Specifically, prior to distributing the Summary Notice by email, Angeion will engage in an email updating process to help ensure the accuracy of recipient email addresses. Angeion will also review email addresses for mis-transcribed characters and will perform other data hygiene, as appropriate. This process will include review of email address information available in SDWIS or relevant state data sources.

20. Angeion will also account for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Specifically, following the initial notice campaign and after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire), Angeion will cause a second round of email notices to be sent to any email addresses that were previously identified as soft bounces and not delivered. In our experience, this optimizes delivery and minimizes the number of emails that may have erroneously failed to deliver due to sensitive servers.

21. Angeion will also send a reminder email prior to certain applicable deadlines.

OUTREACH EFFORTS

22. In addition to the direct notice efforts described above, Angeion will perform personalized outreach to national and local water organizations. Angeion will develop a comprehensive list of third-party organizations, including entities such as the Association of Metropolitan

Water Agencies ("AMWA") and American Water Works Association ("AWWA"), that have a connection to this litigation and its underlying subject matter. Angeion will conduct individualized outreach to seek such organizations' support in informing their community about their possible rights in this matter and to request that they assist in providing the Summary Notice, where appropriate.

MEDIA CAMPAIGN

23. The media campaign will utilize a combination of print and digital media[1] to target Public Water Systems, decision makers at municipalities and other local government organizations. The media campaign will also include a press release and search engine marketing to drive Settlement Class Members to the dedicated Settlement website.

Publication Notice

24. The Summary Notice will be published one (1) time in key industry-specific titles, such as *Journal AWWA*, *Rural Water*, *The Municipal*, *Water Environment & Technology*, *AWWA Opflow*, and the *AWWA Source Book.* The below chart includes the circulation for each publication.

Journal AWWA	Rural Water	The Municipal
34,680	22,000	32,000
Water Environment & Technology	**AWWA Opflow**	**AWWA Source Book[2]**
42,000	34,426	51,000

25. The Summary Notice will also be published one (1) time each in national publications

[1] The print and digital media recommendations may be subject to change based on availability, timing and/or content approval.

such as the *Wall Street Journal*, *USA Today* and *New York Times* to further diffuse awareness of the Settlement. The chart below includes the circulation for each of these titles.

Wall Street Journal	USA Today	New York Times
609,654	158,545	308,854

26. To satisfy the requirements of California's Consumers Legal Remedies Act, Angeion will cause the Summary Notice to be printed in the California regional edition of *USA Today* for four (4) consecutive weeks. The *USA Today* California Regional edition has an approximate circulation of 11,313 (Monday – Thursday).

Digital Notice

27. In addition to print publication, a digital publication campaign will be utilized to disseminate the Summary Notice via the websites and digital circulars of key industry-specific organizations and publications, such as the *American Water Works Association*, *National Rural Water Association*, *The Municipal*, *Water Environment & Technology,* and *Water Quality Association*. The below chart includes the digital tactics that will be used and their respective frequency.

American Water Works Association	National Rural Water Association	The Municipal	Water Environment & Technology	Water Quality Association
Website Banner Ads	NRWA Content Portal Banner Ads	Website Banner Ads	Technology Platform e-blast (2x)	Email Newsletter Banner Ads (4x)

New Issue Alert: Email Banner Ads (2x)	Email Newsletter Banner Ads (2x)	Email Newsletter Banner Ads (4x)	Retargeting Program (1x)	

Paid Search Campaign

28. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement website. Paid search ads will complement the comprehensive notice efforts described herein, as search engines are frequently used to locate a specific website, rather than a person having to type in the URL. Search terms would relate to not only the Settlement itself but also the subject matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual would receive an advertisement directing them to the Settlement website.

Press Release

29. Angeion will also cause a press release to be distributed over PR Newswire's national and public interest circuits to further disseminate information about the Settlement. The press release will help garner "earned media" (i.e., other media outlets and/or publications will report the story) separate and apart from the mailing and publication efforts described above, and will help supplement notice efforts which will lead to increased awareness and participation amongst Settlement Class Members. A second press release will also be issued before the Objection and Opt Out deadlines.

SETTLEMENT WEBSITE AND TOLL-FREE TELEPHONE SUPPORT

30. The Notice Plan will also include the creation of a Settlement website, where Settlement Class Members can easily view general information about the Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website, www.PFASWaterSettlement.com, will be designed to be user-friendly to make it easy for Eligible Claimants to find information about the case. The website will also have a "Contact Us" page that will allow Settlement Class Members to send an email with any additional questions to a dedicated email address.

31. A toll-free hotline devoted to this case will be implemented to further apprise Eligible Claimants of their rights and options under the Settlement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Eligible Claimants will also provide essential information regarding the Settlement and responses to frequently asked questions. This hotline will be accessible 24 hours a day, 7 days a week, with live operator support during normal business hours.

DATA SECURITY & INSURANCE

32. Angeion recognizes the critical need to secure our physical and network environments and protect data in our custody. It is our commitment to these matters that has made us the go-to administrator for many of the most prominent data security matters of this decade. We continuously strive to improve upon our robust policies, procedures, and infrastructure by periodically updating data security policies as well as our approach to managing data security in response to changes to physical environment, new threats and risks, business circumstances, legal and policy implications, and evolving technical environments.

33. Angeion's privacy practices are compliant with the California Consumer Privacy Act, as currently drafted. Consumer data obtained for the delivery of each project is used only for the purposes intended and agreed to in advance by all contracted parties, including compliance with orders issued by State or Federal courts as appropriate. Angeion imposes additional data security measures for the protection of Personally Identifiable Information

(PII) and Personal Health Information (PHI), including redaction, restricted network and physical access on a need-to-know basis, and network access tracking. Angeion requires background checks of all employees, requires background checks and ongoing compliance audits of its contractors, and enforces standard protocols for the rapid removal of physical and network access in the event of an employee or contractor termination.

34. Data is transmitted using Transport Layer Security (TLS) 1.3 protocols. Network data is encrypted at rest with the government and financial institution standard of AES 256-bit encryption. We maintain an offline, air-gapped backup copy of all data, ensuring that projects can be administered without interruption.

35. Further, our team stays on top of latest compliance requirements, such as GDPR, HIPAA, PCI DSS, and others, to ensure that our organization is meeting all necessary regulatory obligations as well as aligning with industry best practices and standards as set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and works to continually improve its security infrastructure and processes, including partnering with best-in-class security service providers. Angeion's robust policies and processes cover all aspects of information security to form part of an industry-leading security and compliance program, which is regularly assessed by independent third parties. Angeion is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

36. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

CONCLUSION

37. The Notice Plan outlined above includes direct Notice to all reasonably identifiable Settlement Class Members, personalized outreach to national and local water organizations, and a customized media plan, combined with the implementation of a dedicated Settlement website and toll-free hotline to further inform Settlement Class

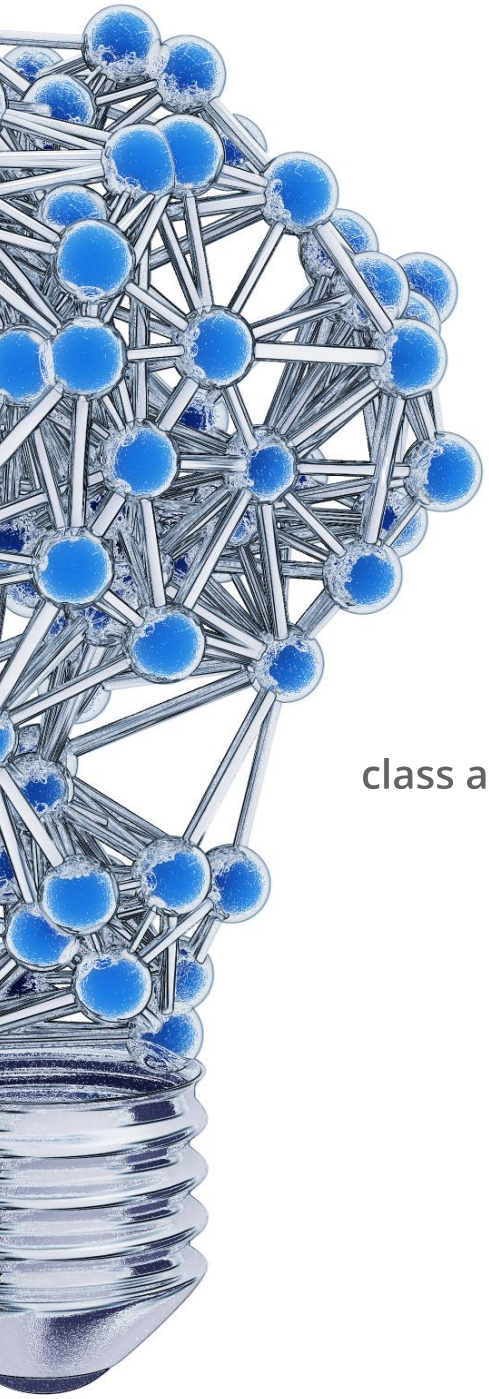
Members of their rights and options in the Settlement.

38. It is my professional opinion that the Notice Program for the Settlement between Plaintiffs and the DuPont entities will provide full and proper notice to Settlement Class Members before any applicable deadlines, and that the proposed Notice Plan is the best notice that is practicable under the circumstances and will fully comport with due process and Fed. R. Civ. P. 23. After the Notice Plan has been executed, Angeion will provide a final report verifying its effective implementation to this Court.

40. I hereby declare under penalty of perjury, that the foregoing is true and correct.

Signed on July 9, 2023 in Coral Springs, Florida.

STEVEN WEISBROT



INNOVATION
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support

ANGEION GROUP
Changing the Rules

Judicial Recognition

JUDICIAL RECOGNITION

IN RE: FACEBOOK, INC. CONSUMER PRIVACY USER PROFILE LITIGATION

Case No. 3:18-md-02843

The Honorable Vincent Chhabria, United States District Court, Northern District of California (March 29, 2023): The Court approves the Settlement Administration Protocol & Notice Plan, amended Summary Notice (Dkt. No. 1114-8), second amended Class Notice (Dkt. No. 1114-6), In-App Notice, amended Claim Form (Dkt. No. 1114-2), Opt-Out Form (Dkt. No. 1122-1), and Objection Form (Dkt. No. 1122-2) and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement and the subsequent filings referenced above meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the anticipated motion for Attorneys' Fees and Expenses Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

LUNDY v. META PLATFORMS, INC.

Case No. 3:18-cv-06793

The Honorable James Donato, United States District Court, Northern District of California (April 26, 2023): For purposes of Rule 23(e), the Notice Plan submitted with the Motion for Preliminary Approval and the forms of notice attached thereto are approved…The form, content, and method of giving notice to the Settlement Class as described in the Notice Plan submitted with the Motion for Preliminary Approval are accepted at this time as practicable and reasonable in light of the rather unique circumstances of this case.

IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign…The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (August 22, 2022): The Class Notice was disseminated in accordance with the procedures required by the Court's Order Granting Preliminary Approval…in accordance with applicable law, satisfied the requirements of Rule 23(e) and due process, and constituted the best notice practicable…

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IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members…

MEHTA v. ROBINHOOD FINANCIAL LLC

Case No. 5:21-cv-01013

The Honorable Susan van Keulen, United States District Court, Northern District of California (August 29, 2022): The proposed notice plan, which includes direct notice via email, will provide the best notice practicable under the circumstances. This plan and the Notice are reasonably calculated, under the circumstances, to apprise Class Members of the nature and pendency of the Litigation, the scope of the Settlement Class, a summary of the class claims, that a Class Member may enter an appearance through an attorney, that the Court will grant timely exclusion requests, the time and manner for requesting exclusion, the binding effect of final approval of the proposed Settlement, and the anticipated motion for attorneys' fees, costs, and expenses and for service awards. The plan and the Notice constitute due, adequate, and sufficient notice to Class Members and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable laws and rules.

ADTRADER, INC. v. GOOGLE LLC

Case No. 5:17-cv-07082

The Honorable Beth L. Freeman, United States District Court, Northern District of California (May 13, 2022): The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including the Notice Forms attached to the Weisbrot Declaration, subject to the Court's one requested change as further described in Paragraph 8 of this Order, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the AdWords Class of the pendency of this Action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the AdWords Class. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice Plan fully complies with the Northern District of California's Procedural Guidance for Class Action Settlements.

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IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (November 10, 2022): The Court finds that Plaintiffs' notice meets all applicable requirements of due process and is particularly impressed with Plaintiffs' methodology and use of technology to reach as many Class Members as possible. Based upon the foregoing, the Court finds that the Settlement Class has been provided adequate notice.

CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice…Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email

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addresses are unavailable, which is the best practicable notice under the circumstances…The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement ("Notice Plan"). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court's final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties' proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website…The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)…

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed

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Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish), and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation…(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature

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of the Action…and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action…(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable

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under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.

IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ...(d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

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WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

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IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co., 399 U.S. 306, 314 (1650).*

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States

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Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice

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Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill]," Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes "search targeting," "category contextual targeting," "keyword contextual targeting," and "site targeting," to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through "learning" technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members

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will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is "designed to result in serving approximately 59,598,000 impressions." Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is "'reasonably calculated, under all the circumstances,' to apprise all class members of the proposed settlement." Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's attorney's fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties' briefings, plaintiffs' declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC's experience and qualifications, and in light of defendants' non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties' revised proposed notice program, the Court agrees that the parties' proposed notice program is the "best notice that is practicable under the circumstances." The Court is satisfied with the representations made regarding Angeion Group LLC's methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court

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APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Ci vii Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

JUDICIAL RECOGNITION

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

JUDICIAL RECOGNITION

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated $1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media "marketing" – is the "best notice…practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and "reminder" first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy

JUDICIAL RECOGNITION

as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to "baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers," and will target users who are currently browsing or recently browsed categories "such as parenting, toddlers, baby care, [and] organic products." (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

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HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in People and Sports Illustrated, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04 —is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise

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Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITEFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will

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receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

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IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short- Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web- based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the

JUDICIAL RECOGNITION

plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

EXHIBIT 9

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF DUSTIN MIRE

I, Dustin Mire, declare as follows:

1. I am a Partner of Eisner Advisory Group[1] ("EisnerAmper"). In this role, I am responsible for the operations of EisnerAmper's settlement administration programs, including the services it provides in the areas of class action, mass tort, and mass arbitration claims administration. I was previously a Director and Shareholder of Postlethwaite & Netterville, APAC ("P&N") where I served the same role. Effective May 21, 2023, the Directors and employees of P&N have joined EisnerAmper.

2. I have a Bachelor of Science degree in Business Management and a Masters degree in Business Administration with a specialization in Internal Audit from Louisiana State University. I have personal knowledge of the facts set forth herein, except as to those stated on information and belief and, as to those, I am informed and believe them to be true.

[1] Eisner Advisory Group includes Eisner Advisory Group LLC, its subsidiary entities, including EAG Gulf Coast, LLC, and the team formerly known as Postlethwaite & Netterville, APAC. EisnerAmper is the brand name under which Eisner Advisory Group LLC and its subsidiary entities provide professional services.

3. EisnerAmper consistently ranks among the top 20 leading accounting and business advisory firms in the United States with 35 offices and over 4,000 employees.

4. I have led teams that have administered hundreds of settlement programs, serviced millions of claimants, and distributed billions of dollars to settlement claimants throughout the country. Since 1999, the EisnerAmper team has successfully administered numerous class action, mass tort, and mass arbitration settlements in state court and federal court, including several settlements in multidistrict litigations.

5. The EisnerAmper team was approved by the United District Court for the Eastern District of Louisiana to process claims in *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico* (MDL 2179), and was also responsible for administering settlement funds and/or processing claims in *In Re: E.I. Du Pont De Nemours And Company C8 Personal Injury Litigation* (MDL 2433), *In Re: Cathode Ray Tube (CRT) Antitrust Litigation* (MDL 1917), and *In Re: Testosterone Replacement Therapy Products Liability Litigation* (MDL 2545). Additionally, courts have appointed or approved the EisnerAmper team as a settlement fund administrator in *In Re: Roundup Products Liability Litigation* (MDL 2741) and *In Re: Fema Trailer Formaldehyde Products Liability Litigation* (MDL 1873).

6. EisnerAmper has put in place extensive information security processes and employs professionals with strong information technology and data security qualifications. For its data hosting and security services, EisnerAmper uses Venyu, which maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley.

7. Attached hereto as Exhibit A is a true and correct copy of a document titled "EisnerAmper Firm Information and Qualifications." I have reviewed the document and affirm the statements therein to be true and correct based on my own personal knowledge or based on a review of firm records.

8. I have reviewed the Settlement Agreement Between Public Water Systems and The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc.

and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (subject to Final Approval of the Court), dated June 30, 2023, and declare that I am experienced, qualified, and ready to serve as Claims Administrator for the Settlement, which will require handling the following tasks: (1) reviewing, analyzing, and approving submitted Claims Forms and supporting documentation; (2) verifying whether a Qualifying Settlement Class Member is a Phase One or Phase Two Settlement Class Member as defined in the Settlement Agreement and Allocation Procedures; and (3) allocating and overseeing the distribution of the Settlement Amount fairly and equitably amongst all Qualifying Settlement Class Members in accordance with the Settlement Agreement and Allocation Procedures.

9. As part of my role as Claims Administrator, I will be responsible for creating and maintaining the Settlement website (www.PFASWaterSettlement.com), as well as the toll-free hotline for the Settlement as discussed in the Notice Plan. I will also make all seven Claims Forms electronically accessible to potential Class Members via the Settlement website. Paper copies of the seven Claims Forms will also be made available upon request.

10. I declare under penalty of perjury under the laws of the State of Louisiana that the foregoing is true and correct.

Executed on this 9th day of July, 2023, at Baton Rouge, Louisiana.

Dustin Mire

EISNERAMPER

(Effective May 21, 2023, Postlethwaite & Netterville has joined EisnerAmper)

EisnerAmper Firm Information and Qualifications

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION (MDL 2873)

June 30, 2023

LETTER OF QUALIFICATIONS

June 30, 2023

Claims Administration Services for the matter: *In Re: Aqueous Film-Forming Foams Products Liability Litigation (MDL 2873)*

EisnerAmper is pleased to present our firm qualifications and relevant experience to provide claims administration services for the matter: *In Re: Aqueous Film-Forming Foams Products Liability Litigation (MDL 2873)*.

The information in this package is organized as follows:

- Introduction
- Notable Claims Administration Experience
- Other Significant Administration Programs
- Information Security Processes and Qualifications
- Quality Control
- About EisnerAmper (Exhibit A)

Sincerely,

Dustin Mire, PMP
Partner
EisnerAmper Gulf Coast, LLC

INTRODUCTION

Since 1949, Postlethwaite & Netterville ("P&N") has proudly served its clients around the country. On May 21, 2023 P&N announced its combination with EisnerAmper, one of the Top 20 largest accounting and business advisory firms in the United States. Our team is pleased to continue providing our same level of exceptional quality and client service with our new combined firm of 4,000 experienced individuals ready to serve you and with the trusted name, EisnerAmper.

EisnerAmper (the "Firm" or "the EisnerAmper Team" when we refer to our prior experience as P&N) provides traditional accounting and tax services as well as innovative technology and advisory assistance. EisnerAmper offers technical experience and diverse resources that are unique to the settlement administration space.

Experience

Since 1999, the EisnerAmper Team has successfully administered numerous class action, mass tort and mass arbitration settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

Breadth, Depth and Flexibility of Resources

Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 4,000 employees as needs arise. We leverage the knowledge and experience of professionals holding the following designations, among others:

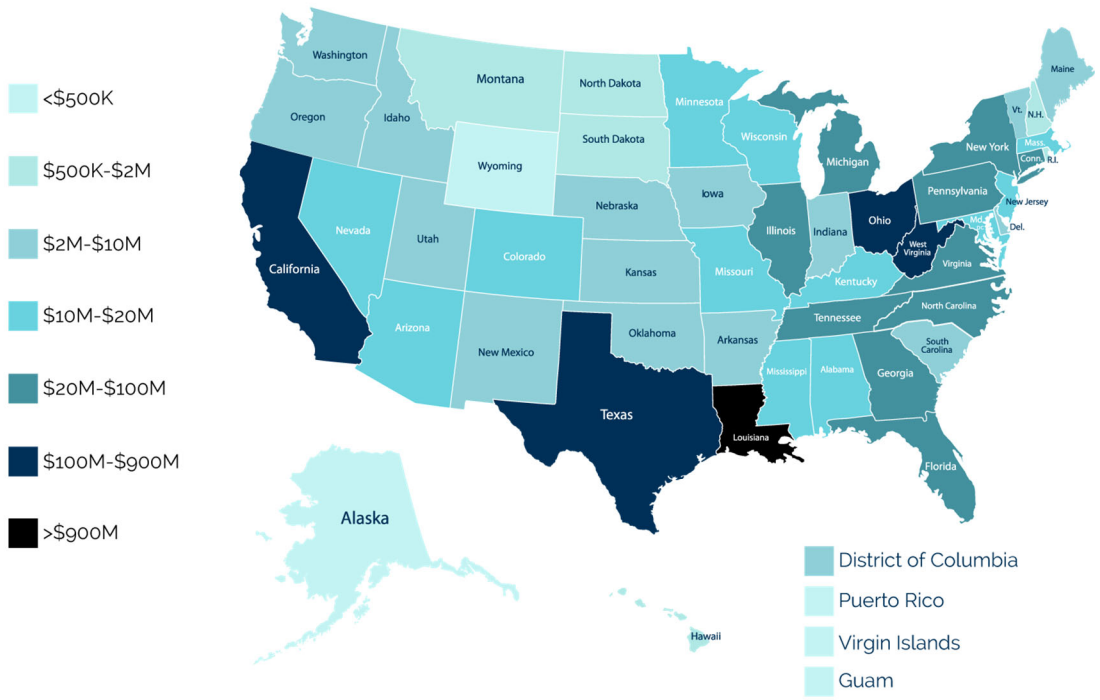
DESIGNATIONS	
Juris Doctor (JD)	Certified Fraud Examiner (CFE)
Project Management Professional (PMP)	Certified in Financial Forensics (CFF)
Certified Public Accountant (CPA)	Certified Information Systems Security Professional (CISSP)
Certified Internal Auditor (CIA)	Certified Security Engineer (CSE)
Certified Information Systems Auditor (CISA)	Certified Information Security Manager
Certified in Risk and Information Systems Control	

Capabilities and Experience Rooted in Quality and Objectivity

As an accounting and business advisory firm, objectivity, integrity and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.

The EisnerAmper Team has processed greater than $14 billion[1] in claims, nationwide. Whether processing billions of dollars in complex claims for *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico* or millions of class action claims across numerous settlement programs, EisnerAmper applies stringent quality assurance and quality control standards.

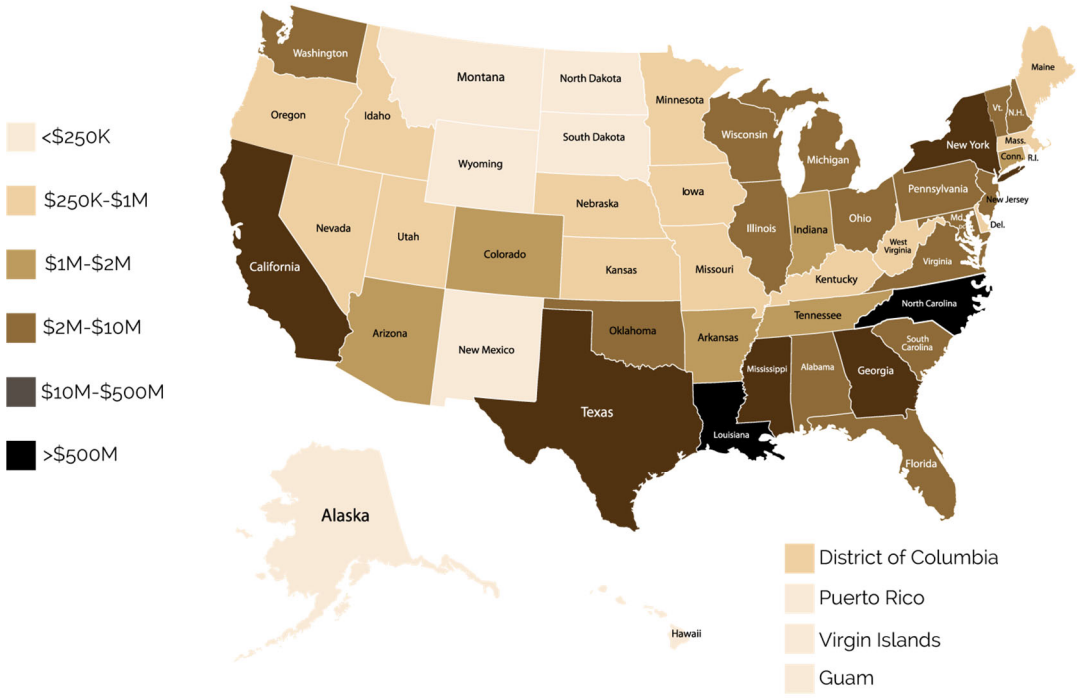
Claims Processed Nationwide[2]



[1] Includes claims from *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*.
[2] *Deepwater Horizon* claims figures by state are not publicly available and not included in the map.

The EisnerAmper Team has disbursed billions in funds over the course of our administration projects. These distributions have occurred nationwide across mass tort, class action, mass arbitration, and disaster recovery projects, varying in size and scope. Whether working with over 100 law firms to allocate funds for thousands of claimants for *In Re: Testosterone Replacement Therapy Products Liability Litigation* or distributing $467 million across 186,000+ awards for North Carolina – Housing Opportunities and Prevention of Eviction, we have done so with the highest level of quality.

Funds Disbursed Nationwide:



NOTABLE CLAIMS ADMINISTRATION EXPERIENCE

The cornerstones of EisnerAmper's success as a firm translate well to the administration of large settlement programs, and our quality of work is particularly apparent in matters involving complex claims. The EisnerAmper Team has significant experience in complex settlement matters, including:

IN RE: OIL SPILL BY THE OIL RIG "DEEPWATER HORIZON" IN THE GULF OF MEXICO (MDL 2179)

Nature of Work: The EisnerAmper Team was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. The EisnerAmper Team participated in determining over $1 billion in eligible claims within the first six months of the program and approximately $10 billion to date. The EisnerAmper Team committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.

IN RE: E.I. DU PONT DE NEMOURS AND COMPANY C8 PERSONAL INJURY LITIGATION (MDL 2433)

Nature of Work: The EisnerAmper Team developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, the EisnerAmper Team's also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

IN RE: PARAQUAT PRODUCTS LIABILITY LITIGATION (MDL 3004)

Nature of Work: On October 27, 2021, the Court appointed the EisnerAmper Team to serve as the administrator of the online platform for the exchange and management of the data submitted with respect to the Plaintiff Assessment Questionnaire ("PAQ"). The parties were directed to utilize the EisnerAmper Team's online portal, available at www.paraquatmdlportal.com, to fulfill Plaintiffs' discovery obligations. The EisnerAmper Team provides ongoing administration and maintenance of the portal and database(s), works with the parties to compile all necessary data, and develops customized reporting available directly through the portal as well as ad hoc reports as requested by the Special Master, the parties, and the Court.

IN RE: CATHODE RAY TUBE (CRT) ANTITRUST LITIGATION (MDL 1917)

Nature of Work: In cooperation with our project partner, The Notice Company, Inc., the EisnerAmper Team performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over $547,750,000 to date. The scope of the EisnerAmper Team's services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

IN RE: TESTOSTERONE REPLACEMENT THERAPY PRODUCTS LIABILITY LITIGATION (MDL 2545)

Nature of Work: The EisnerAmper Team provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, the EisnerAmper Team has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

IN RE: FEMA TRAILER FORMALDEHYDE PRODUCTS LIABILITY LITIGATION (MDL 1873)

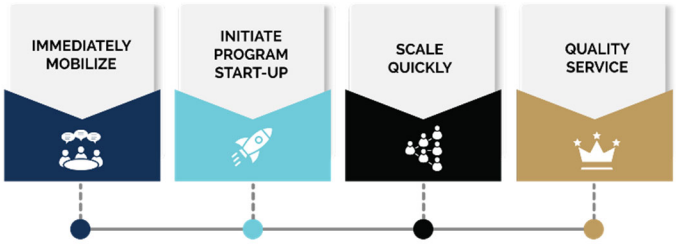
Nature of Work: The EisnerAmper Team provided full-scale notice and claims administration services for this multi-settlement MDL involving over $45,000,000 in settlement funds. The scope of the EisnerAmper Team's services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

IN RE: ROUNDUP PRODUCTS LIABILITY LITIGATION (MDL 2741)

Nature of Work: On October 18, 2021, the Court appointed the EisnerAmper Team as the Fund Administrator for the Roundup Common Benefit Trust Account with authority to conduct any and all activities necessary to administer the Fund, in accordance with the Motion to Establish Roundup Common Benefit Trust Account and to Appoint Fund Administrator, filed September, 2, 2021.

Other Significant Administration Programs

Providing quality service has been a cornerstone of our firm since its foundation. The EisnerAmper Team has helped courts, governmental agencies, municipalities, non-profit organizations, and businesses administer large programs. EisnerAmper's success in delivering large programs is rooted in our proven ability to immediately mobilize, initiate program start-up, scale quickly, and provide quality service.



The EisnerAmper Team has provided management and oversight of large programs by carefully navigating federal and state regulatory requirements, program compliance requirements, vendor management, and resource availability, while working to fulfill the mission of the program. The EisnerAmper Team has worked on numerous large programs, including recovery efforts to many of the largest declared disasters in recent history and at least two unprecedented disasters – the BP Oil Spill Recovery and the COVID-19 Pandemic Recovery and many others, including:

- IIJA - Infrastructure Investment and Jobs Act (2021 - current)
- ARPA - American Rescue Plan Act Programs (2021 - current) – Emergency Rental, Homeowners Assistance, Capital Projects Fund, State & Local Fiscal Recovery
- Hurricanes Ida (2021), Laura (2020), Florence (2018), Harvey (2017), Irma (2017), Matthew (2016), Isaac (2012), Gustav (2008), Rita (2005), and Katrina (2005)
- Coronavirus Aid, Relief, and. Economic Security Act (2020- 2021)
- State of Louisiana, HUD Community Development Block Grant (2017 – current)
- Louisiana Main Street Recovery COVID-19 Small Business Program (2020)
- Historic Louisiana Floods (2016)
- Deepwater Horizon "BP" Oil Spill (2010)
- Numerous class action, mass tort, and mass arbitration settlements and legal notice programs

Our innovative approach to managing programs includes creating large program management plans from the ground up and software customization that integrates applicant/claimant communication and serves as a central repository of documentation, eligibility review, applicant outreach and education, duplication of benefit review, eligibility quality control, grant award determination, appeals, anti-fraud, waste, and abuse, change management and communications, payment information, and data analytics and reporting.

Representative Large Program Experience

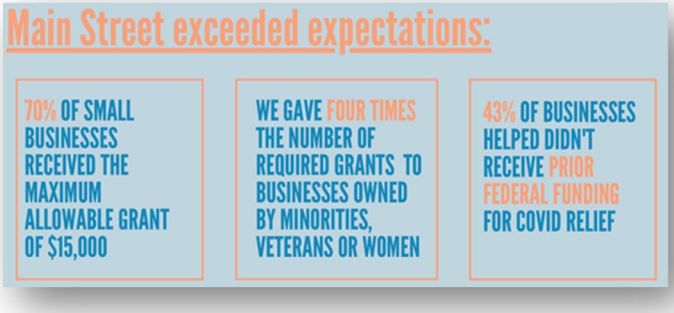
Louisiana Office of Community Development – Restore Louisiana Homeowner Assistance Program

The Department of Housing and Urban Development (HUD) allocated funding to assist in Louisiana's long-term recovery from the severe flooding that occurred throughout much of the state in March and August of 2016.

The EisnerAmper Team is responsible for performing a quality control review of all award calculations and payments requests, as well as requesting funds from Louisiana's Office of Community Development (OCD) and subsequently disbursing those funds to applicants. Prior to issuance of payments, the EisnerAmper Team utilizes the HUD-established award calculation formula and supporting documentation to review and confirm calculated awards and payment requests. Since it is a HUD-funded Program, it is vital all funds are accounted for and disbursed appropriately. The EisnerAmper Team has successfully completed a reconciliation of OCD Disbursed Funds to Program Disbursements, as well as OCD and Escrow bank reconciliations, for every month by the OCD determined deadline. Program funds received from OCD for all solutions total over $667M, with escrow totaling over $4M. Total checks disbursed are over 42,000.

Louisiana Department of Treasury - Louisiana Main Street Recovery Program (MSRP)

The EisnerAmper Team was engaged with the Louisiana Department of Treasury to serve as the program administrator for the Louisiana Main Street Recovery Program (MSRP), through which approximately $262 million was distributed to Louisiana small businesses for eligible expenses related to the COVID-19 pandemic. The program was administered by the Louisiana Department of Treasury, John M. Schroeder, State Treasurer. The EisnerAmper Team established a recovery office for the Program and began public outreach in July 2020.



The EisnerAmper Team's scope of work on the Main Street Recovery Program included software customization that integrated applicant communications and served as a central repository of documentation, eligibility review, applicant outreach and education, duplication of benefit review,

eligibility quality control, grant award determination, appeals, anti-fraud, waste, and abuse, change management and communications, and data analytics and reporting.

Within 5 months, the Program had processed over 34,000 applications and awarded/paid $262 million to small businesses affected by COVID-19. Reporting metrics were critical the program's success, exceeding the goals of the program, and provided transparency to the public.

Emergency Rental Assistance Programs (ERAP)

The EisnerAmper Team has served five Emergency Rental Programs across the country. Representative program summaries are included below.

Fulton County, GA

The EisnerAmper Team is currently engaged with Fulton County, GA to serve as the program administrator for the Emergency Rental Assistance Program (ERAP), through which approximately $18 million has been distributed to Fulton County residents for rental assistance to households impacted by the COVID-19 pandemic. As of August, 2021, the Program has adjudicated over 1,250 applications and have more than 1,100 more in process.

Key Program Insights:

- ✓ Expanded existing program infrastructure by onboarding approximately 90 team members to augment eligibility processes
- ✓ Utilize best practices and program experience to work alongside client to determine program goals, develop strategies and processes to achieve results, and execute and monitor outcomes
- ✓ Provide comprehensive Program Management services that expand and contract quickly as client needs evolve
- ✓ Deliver data driven strategies, enabled by KPI determination, implementation, and reporting

Louisiana Housing Corporation

The EisnerAmper Team is currently engaged as a subcontractor with CSRS Inc. to provide professional consulting services to the Louisiana Housing Corporation to manage the state-wide Emergency Rental Assistance Program. The EisnerAmper Team is leading the design and execution of the financial management function of the program, including disbursing funds to applicants, bank reconciliations, and reporting. The EisnerAmper Team's implementation of strategic distribution of funds is focused on quality, transparency, and efficiency. Additionally, the EisnerAmper Team is supporting the design and implementation of the applicant management system, anti-fraud waste and abuse, compliance monitoring, policy and the call center facility.

The financial management function is responsible for the management and accounting of applicant funds and applicant disbursements. The EisnerAmper Team is developing policies, procedures and guidelines that are aligned with the grant agreements, state and local requirements, and the Uniform Guidance. The financial management team provides critical feedback by identifying areas of risk that have led to process change and quality control. The team provides a limited quality review that assists the Program in ensuring applicants are awarded correctly according to policies and applicable regulations.

Fort Bend County Rental, Mortgage, and Utility Assistance Program

The EisnerAmper Team is currently engaged with MPACT Strategic Consulting, LLC to assist in providing professional consulting services for COVID-19 emergency management and grant management services to Fort Bend County, Texas. As a subcontractor, the EisnerAmper Team assists in performing QA/QC reviews of payments to vendors from the CARES Act funding through the Fort Bend County Rental, Mortgage and Utility Assistance Program (RMU Program). Fort Bend County approved $19.5 million in funding from the CARES Act to support residents in paying their rent or mortgage from June 2020 through December 2020. An additional $2 million was allocated by the county for utility assistance for residents. Further, approximately $27 million was allocated to Fort Bend County for rental and utility assistance through the Emergency Rental Assistance Program, which is expected to continue through December 31, 2021.

As part of the QA/QC review, the EisnerAmper Team is responsible for reviewing invoice transmittals prior to payment for compliance with program regulations. In addition, the EisnerAmper Team developed and assists with a process to help identify and mitigate the

occurrence of duplicate payments and overpayments. To date, the EisnerAmper team has performed QA/QC reviews for more than 50,000 invoice transmittals pending payment.

North Carolina – Housing Opportunities and Prevention of Eviction

The EisnerAmper Financial Management and Disbursements Team is currently engaged with the North Carolina Office of Recovery and Resilience to serve as the funds disbursement manager for the Housing Opportunities and Prevention Eviction Program - Emergency Rental Assistance Program (ERAP). To date, approximately **$467 million has been distributed through 186,000+ awards** to applicants for rental assistance to households impacted by the COVID-19 pandemic.

Quality Standards

As a top 20 U.S. accounting and business advisory firm out of over 40,000 firms across the country, EisnerAmper offers a deep bench of experienced accountants, financial analysts, project managers, grant managers, disaster recovery specialists, consultants, and other team members, including Certified Public Accountants (CPA), Juris Doctors (JD), Certified Internal Auditors (CIA), Certified Fraud Examiners (CFE), Project Management Professionals (PMP), AICPA Advanced Single Audit Certificate, and other credentialed personnel who have earned advanced training and ongoing education and adhere to the highest levels of confidentiality and professional standards.

Additionally, the Firm's quality controls contain the highest professional standards and meet the requirements of the practice sections of the AICPA Division for Firms, including:

- Ethical and technical standards of the relevant professional associations and quality centers, state boards of accountancy, U.S. Government agencies and other regulatory agencies;
- Human resource provisions that establish criteria for hiring quality personnel and providing continuing education for the development of competencies of all of our employees; and
- Internal monitoring aimed at the quality of engagement performance with respect to ongoing adherence to professional standards.

Information Security Processes and Qualifications

Confidentiality is a hallmark of our profession, and it is of the utmost importance to our client relationships. At EisnerAmper, we are committed to keeping client data secure, which is why we have designed engagement tools and policies to help ensure information security and privacy.

EisnerAmper employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA's SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.

EisnerAmper Team Experience & Qualifications

EisnerAmper professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)

CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)
MCNE (Master Certified Novell Engineer)	BCFP (Brocade Fiber Channel Professional)
BCSD (Brocade Certified SAN Designer)	EnCE (Encase Certified Forensic Examiner)
DOSD (Dell On Site Diagnostics)	AccessData Certified Forensic Examiner

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

The EisnerAmper Team served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized the EisnerAmper Team as "HIPAA Experts" in their final report.

EisnerAmper Client Data Hosting & Security

The EisnerAmper Team protects its own client data by utilizing data hosting and security services of Venyu, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley. More specifically, Venyu's facilities include the following security and compliance measures:

- Venyu undergoes a comprehensive annual SSAE16 SOCII audit that tests and verifies all data center, security, business process, and customer management controls.
- Physical security - onsite security personnel, monitoring, video surveillance, biometric and access card, and man-trap access to data center floor.
- Venyu Data Centers have earned the Coalfire badge signifying PCI compliance.
- Venyu Cloud Backup Services and Hosting Services fulfill the requirements of the Health Information Portability & Accountability Act (HIPAA), including data integrity, authentication, contingency planning, and access/audit controls as the relate to electronic Protected Health Information.
- Venyu backup services fulfill the requirements of the Sarbanes-Oxley Act as it relates to record retention, records production, internal controls, and record alteration and destruction.

- FINRA (NASD 3510) requires members' business continuity and contingency plans to include procedures to satisfy obligations to clients in the event of an emergency or outage. A key component to any business continuity plan, Venyu delivers remote backup and redundant hosting services to fulfill the requirements of FINRA related to business continuity planning and readiness.

More information can be found at https://www.venyu.com/compliance/.

Venyu Solutions L.L.C. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. EisnerAmper has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified ("clean" opinion), in all material respects. Based on EisnerAmper's ongoing vendor monitoring procedures, Venyu's SOC 2, Type II exams have consistently included an unmodified opinion.

General Security Measures

The EisnerAmper Team protects data at rest with either encryption or firewalls. Systems that store or transmit personal information have proper security protection, such as antivirus software, with unneeded services or ports turned off and access to needed applications being properly configured. In addition, all employees and personnel that have access to organizational computer systems must adhere to the password policies defined by the firm in order to protect the security of the network, protect data integrity, and protect computer systems. EisnerAmper's policy is designed to protect the organizational resources on the network by requiring strong passwords along with protection of these passwords and establishing a minimum time between changes to passwords.

Two-Factor Authentication

Our proprietary claims management database application utilizes two-factor authentication provided by Duo Security (https://duo.com) for all system users. As described by Duo, *"two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password."*

IDS - Ongoing Periodic Security/Vulnerability Scans and Access and Event Monitoring

EisnerAmper's technology services team monitors and manages IDS and IPS alerts in real-time using Checkpoint's Next Generation Firewall to analyze all events and identify threats. Events are correlated across all available information sources, including other IDS and IPS devices, firewall logs, network devices, host and application logs and vulnerability scan results. Risks are responded to immediately so that the threat is countered.

Encryption

Encryption Policy for Confidential Information: EisnerAmper utilizes email encryption software. This software allows us to provide a secure method for the transmission of confidential information. Employees are instructed that all emails with confidential data sent outside of EisnerAmper's networks must be encrypted. To access email attachments, including financial statements and other confidential documents, a one-time setup of a login and password is required. This allows our clients to be confident that the information we send via email remains confidential and secure.

In addition, any confidential data transmitted through a public network (e.g., Internet) to and from vendors, customers, or entities doing business with EisnerAmper must be encrypted or be transmitted through an encrypted tunnel. Confidential data must be transmitted through a tunnel encrypted with VPN or Secure Socket Layer (SSL) technology.

Encrypting Laptop Hard Drives: To protect the confidentiality of client information, the hard drives of all EisnerAmper laptops are encrypted with the latest information security technology. This encryption software allows the user a simplified login that opens the encryption and subsequently

the Windows software. For the user, the one-time login process is seamless. If the laptop is stolen, the data is not accessible without the login and unscrupulous users are shut out of the system.

Encryption Strength: All encryption mechanisms implemented to comply with this policy must support a minimum of, but not limited to the industry standard of 128-bit encryption.

Mass Data Transmission Through Secure Web Portal

In our efforts to use technology to make our client relationships more effective and efficient, EisnerAmper can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

Limited Access to Information

EisnerAmper makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources.

Data Backup and Recovery

EisnerAmper backs up domain controllers, central servers, the entire email system, and certain personal files. Servers are backed up to ensure that files which could become corrupted or deleted may be retrieved. The standard server backup retention/restore time is thirty days. A full backup is performed once a week and will save every file on the server, including the operating system. An incremental backup is performed nightly, except for those nights when a full backup is scheduled, and will save every file that has not yet been saved on a full backup. E-mail servers are backed up in full daily and retained for seven days for disaster recovery use only.

Off-site Storage Policy

In addition, our backups are replicated off-site on a daily basis to EisnerAmper's data center hosted by EATEL Business (www.eatelbusiness.com). Our data center is a highly secure facility with alarms, controlled access, fire suppressors, redundant and emergency power generators – everything necessary to ensure valuable customer data is always secure. Additional information related to network and physical security of this data center can be found on EATEL Business's webpage.

Employee Security Protocols Training and Testing

All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs. Every new employee is required to complete HIPAA Training and every current employee is required to complete HIPAA Training every other year. All EisnerAmper compliance training is maintained in the firm's Learning Management System (LMS) for record keeping purposes.

QUALITY CONTROL

Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

Resource Consistency & Training: Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

Data Validation: EisnerAmper implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

Segregation of Duties: Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high-risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (*rather than a single project manager or assigned resource*).

Technology & Software Analysis Tools: EisnerAmper utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include "fuzzy" matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

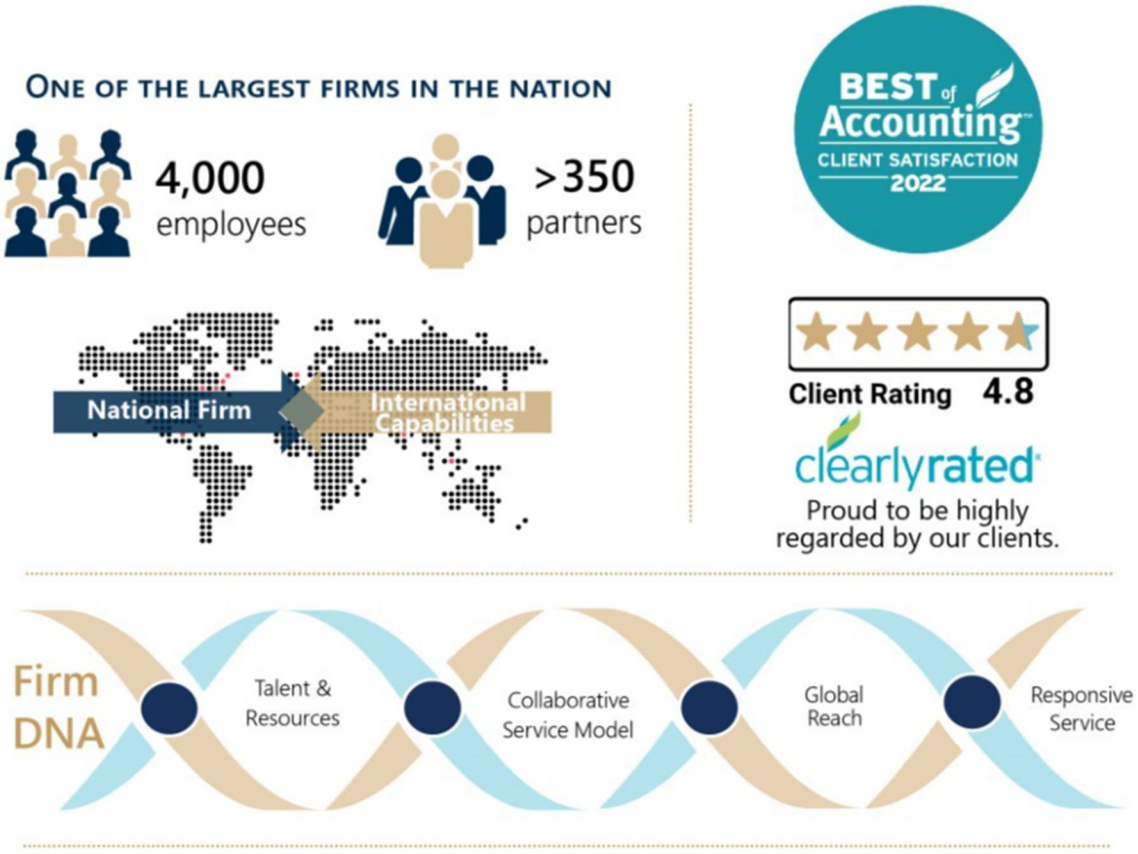
Internal Controls: For high-risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.

EXHIBIT A: ABOUT EISNERAMPER

EisnerAmper, one of the largest business consulting firms in the world, is comprised of EisnerAmper LLP, a licensed independent CPA firm that provides client attest services founded in 1963; and Eisner Advisory Group LLC, an alternative practice structure that provides business advisory and non-attest services in accordance with all applicable laws, regulations, standards, and codes of conduct. Settlement administration services will be provided by EAG Gulf Coast LLC, a subsidiary of Eisner Advisory Group, which includes the recent combination with Postlethwaite & Netterville, APAC.

Our clients are in all business sectors and leverage a complete menu of service offerings, including advisory, accounting, tax, and outsourcing.

Our professionals are passionate about helping clients grow and offering them tailored services every step of the way to help them reach their goals. Our firm structure allows us to provide the flexibility and personalized approach of a small firm, together with the wide variety of resources, leading-edge technology and integrated expertise of a multinational firm.



For six consecutive years, the Firm has received the **Best of Accounting** award from ClearlyRated for excellence in client service. The Best of Accounting designation is the only award program that recognizes service excellence for accounting firms based on ratings provided exclusively by clients.

Our History

P&N was founded in 1949 by Alexander Postlethwaite. Through its 74 years of service to Louisiana, P&N's clients grew and our firm and the professional services we offer expanded. P&N was the largest Louisiana-based accounting and business consulting firm and one of the top firms in the Gulf Coast region. ***P&N was the only firm in Louisiana to be consistently named one of the top 70 firms in the United States. On May 21, 2023, P&N joined EisnerAmper.***

EXHIBIT 10

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF MATTHEW L. GARRETSON, ESQ

I, Matthew L. Garretson, Esq., declare and state as follows:

1. I am the co-founder of Wolf Garretson, LLC and am an attorney licensed to practice law in the State of Ohio. My curriculum vitae and summary of professional experience are attached hereto as Exhibit A. Since 1998, I have been designing and overseeing claims processing operations for settlement programs in litigations involving product liability and environmental hazard claims.

2. I have been appointed (either personally or as part of organizations I have led) by numerous parties and federal and state courts to serve as a Special Master, Allocation Neutral, and/or Claims Administrator to provide settlement services in a broad variety of national mass tort and class action matters, including several multidistrict litigations ("MDLs").

3. A comprehensive list of my engagements is contained in Exhibit A and includes the following representative matters:

- *In re World Trade Center Disaster Site Litigation*, MDL Docket Nos. MC100, 102-03 (S.D.N.Y.), where I served as the Allocation Neutral for claims asserted against the World Trade Center Captive Insurance Company, Inc. relating to the September 11th Consolidated Cases.

- *Deepwater Horizon Litigation,* MDL 2179 (E.D. La.), where I designed and implemented a 21-year periodic medical evaluation program that involved over 22,000 eligible class members entitled to claim compensation and/or medical consultation services.

- *National Football League Players' Concussion Injury Litigation,* MDL 2323 (E.D. Pa.), where I designed and implemented a medical evaluation program comprised of a national network of medical service providers who provided baseline assessments of neurocognitive function and follow-up care for an estimated 17,000 players over 10+ years.

- *Vioxx Product Liability Litigation*, MDL Docket No. 1657 (E.D. La.), where I served as the Lien Resolution Administrator tasked with resolving health care reimbursement claims (or "liens") asserted against over 10,000 claimants by Centers for Medicare & Medicaid Services ("CMS"), all 53 state and territory Medicaid agencies; and several other governmental healthcare payers, such as the Veterans Affairs, TRICARE, and Indian Health Services.

- *In re Flint Water Cases*, 5:16-cv-10444 (E.D. Mich.), where I was appointed in February 2023 to bring our unique claim adjudication and allocation technology, claims adjudication skills, and processing knowledge to bolster the existing administration framework in *In re Flint Water Case.*

- *In re Aqueous Film-Forming Foams Products Liability Litigation,* MDL Docket No. 2873 (D.S.C.), where I was appointed to oversee the class notice process and assist with related claims adjudication for the class settlement in *Campbell v. Tyco Fire Products LP et al*, No. 2:19-cv-00422-RMG (D.S.C.), which provided compensation to residents of Marinette, Wisconsin with private well drinking water sources exposed to PFAS.

4. Pursuant to these appointments and engagements, I have been responsible (either personally or through organizations I have led) for designing and overseeing efforts to notify class members/claimants of a proposed settlement; to process claims for compensation (including award allocation); to monitor or assess later manifesting conditions (i.e., "medical monitoring"); to resolve the claimants' or class members' healthcare liens (such as those asserted by Medicare, Medicaid, and other governmental agencies and/or private health insurance providers); to hear requests for reconsideration, recalculation, or appeal of settlement awards; to disburse settlement funds; to manage the assets of settlement trusts (including serving personally as trustee); to maintain and manage claimant/class member education and outreach centers; to provide reports to courts overseeing settlements; to assist the parties in resolving disputes (consistent with the settlement agreements in those matters); to oversee supplemental funds related to base settlement awards (i.e. extraordinary injury funds, extraordinary compensation funds, special needs funds), and to interact with counsel, the relevant court, and/or a settlement program's oversight body.

5. I am experienced with innovative technology that has made the review and adjudication of proof of claims at scale more efficient than ever before. Specifically, in recent settlements, I have successfully implemented platforms which utilize the power of clinical linguistics, artificial intelligence, and machine learning to improve the accuracy and speed of the claim adjudication process. In the simplest terms, this means that Special Masters and Claim

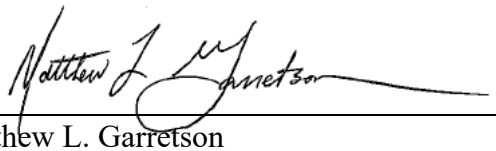
Administrators can now operate a guided review process with a system that can automate analysis of records and data to identify proof of exposure and damages quickly and objectively in the records and route that information automatically to the methodology or system that calculates compensation.

6. I have reviewed the Settlement Agreement Between Public Water Systems and The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (subject to Final Approval of the Court), dated June 30, 2023, and all of its exhibits, and declare that I am experienced, qualified, and ready to serve as Special Master, including handling all tasks and responsibilities associated with overseeing the work of the Notice Administrator and the Claims Administrator, and in providing quasi-judicial intervention if and/or when necessary as contemplated in the administration of the proposed Settlement. I am also ready, willing and able to administer the QSF pursuant to the terms of the Settlement Agreement.

7. I have also specifically reviewed the various funds provided for in the Settlement Agreement, including the Supplemental Funds and Special Needs Funds, and I agree that the five percent (5%) set aside for the Supplemental Fund and the five percent (5%) set aside for the Special Needs Fund are fair and reasonable.

8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 9, 2023, in Park City, UT.



Matthew L. Garretson

Exhibit A

Wolf Garretson, LLC provides design, administration and oversight of complex operations in settlement programs related to individuals or businesses that experience a catastrophic event. Our services help stakeholders in such programs achieve controlled, predictable outcomes. Relevant experience in select high profile matters:

PG&E Fire Victim Trust (Docket No. 8053, Confirmed by United States Bankruptcy Court, Northern District of California)

Equifax Inc. Customer Data Security Breach Litigation (MDL Docket 2800, United States District Court, Northern District of Georgia)

World Trade Center Disaster Site Litigation (MDL Docket MC100, MC102 and MC103, United States District Court, Southern District of New York)

Deepwater Horizon Litigation (MDL 2179, United States District Court, Eastern District Louisiana)

National Football League Players' Concussion Injury Litigation (MDL 2323, United States District Court, Eastern District of Pennsylvania).

Archdiocese of Louisville (In re: Roman Catholic Bishop of Louisville, Inc., Jefferson Circuit Court, Louisville, Kentucky).

Archdiocese of Cincinnati Claims Restitution Fund

Cincinnati Policing (Case No. C-1-99-3170, United States District Court, Southern District of Ohio)

Zyprexa Products Liability Litigation (MDL 1596, United States District Court, Eastern District of New York)

Vioxx Products Liability Litigation (MDL 1657, United States District Court, Eastern District of Louisiana)

Pelvic Repair System Products Liability Litigation [a/k/a Transvaginal Mesh] (MDL 2326, United States District Court, Southern District of District of West Virginia)

Avandia Marketing, Sales Practices, and Products Liability Litigation (MDL 1871, United States District Court, Eastern District of Pennsylvania)

Actos Products Liability Litigation (MDL 2299, United States District Court, Western District of Louisiana)

Remington Arms Company (Case No. 4:13-CV-00086-OD (Western District of Missouri)

TK Holdings Inc. (a/k/a Takata Airbags (Case No. 17-11375, United States Bankruptcy Court, District of Delaware)

Anderson Settlement Program (related to plaintffs who filed claims against the University of Michigan in E.D. of Michigan 2:20-cv-10568).

Strauss Individual Settlement Program (related to plaintiffs who filed claims against The Ohio State University in S.D. Ohio Case No.'s 2:18-cv-00692, 2:18-cv-00736, 2:19-cv-02462).

Matthew Garretson
Matt@WolfGarretson

Matthew Garretson received a BA from Yale University, a law degree at Kentucky's Salmon P. Chase College of Law and a Masters in Theology from Chicago Theological Seminary.

Garretson has served as the special master or administrator of settlement funds and crisis response programs through the country in environmental disaster, product liability, civil rights, sexual abuse and other cases. In this capacity, Garretson has substantial firsthand experience with the design, administration and/or oversight of hundreds of class action and mass tort resolution programs. Further, he has extensive experience adjudicating and allocating claims as a court-appointed neutral and has modernized the approach to such claims adjudication using the power of clinical linguistics, artificial intelligence and machine learning with Pattern Data (https://patterndata.ai).

Garretson is also the author of a legal textbook published by West Publishing entitled "Negotiating and Settling Tort Cases," in addition to several articles regarding professional responsibility in settlements. He is a frequent speaker at Continuing Legal Education seminars regarding lawyers' professional responsibilities in class action and other mass tort matters, including The American Association For Justice, The American Bar Association, The Rand Corporation, DRI and dozens of state attorney associations. Garretson also serves as a member of the Advisory Board for Rand Center for Catastrophic Risk Management and Compensation.

In addition to being co-founder of Wolf Garretson, LLC, Garretson is the co-founder of Signal Interactive Media (www.signalinteractive.com), a firm dedicated to improving the efficacy of class notice through contemporary data analytics and mass media. He is also a founder of BurnBright, LLC (www.BurnBright.com), a firm that provides research, data analytics and technology to create engaging, interactive micro-learning content. Garretson's work with Signal and BurnBright provides him unique insights into creating relevant learning experiences to increase claimant/class member engagement with and participation in settlement or crisis response programs.

He is also the co-Founder and former CEO of The Garretson Resolution Group, Inc ("GRG"), which provides lien resolution and complex settlement administration services in mass torts. In 2018, Garretson led the sale of GRG to Epiq, a worldwide provider of legal services.

When he is not designing or overseeing settlement programs, Garretson spends his time pouring into BurnBright Institute ("BBI"). BBI provides learning management systems for innovators and leaders of non-profit organizations operating in the Dominican Republic, Haiti and Mexico with an emphasis on improving the well being of vulnerable youth, their families and their communities.

Speaking Engagements (re: Aggregate Settlements, Legal Ethics & Professional Responsibility)

- AAJ Annual Meeting '03, '06, '08
- AAJ Hormone Therapy '04
- AAJ Mid-Winter '05, '06
- AAJ Weekend with the Stars '06
- AAJ Nursing Home Litigation Seminar '08
- AAJ Ski Medical Seminar '08
- AAJ Winter Convention '08, '13
- AAJ MSP Teleseminar '12
- American Bar Association Annual Convention '15
- Catholic Health Initiatives '08
- Colorado Trial Lawyers Association Winter Convention '09, '12
- Connecticut Trial Lawyers Association '09
- Consumer Attorneys of California '01, '03, '04, '06, '09
- Consumer Attorneys of Sonoma County '01
- DRI Annual Meeting '07
- DRI Mass Torts MSP Webcast '13
- Duke Law Center for Judicial Studies '16
- Federal Trade Commission, Class Action Notice Workshop '19
- Florida Justice Association '09
- Georgia Trial Lawyers Association '08, '09
- George Washington University Law School '16
- Hamilton Country Trial Lawyers Association '05
- Harris Martin '13, '15, '15, '16
- Hormone Replacement Therapy Seminar '07
- Indiana Trial Lawyers Association '09
- Kansas Trial Lawyers Association '03, '04, '07
- Kentucky Academy of Trial Lawyers '06
- Kentucky Justice Association '08
- Louisiana State Bar Association Admiralty Symposium '07, '13, '14, '15
- Louisiana Bar Mass Tort Symposium '02, '04
- Louisiana State Bar Assoc. Complex Litigation Symposium '13, '16
- Louisiana Trial Lawyers Association Annual '07
- Mass Torts Made Perfect '03, '04, '06, '08, '13
- Mass Torts Made Perfect Judicial Forum '13
- Mealey's Lexis/Nexis Art of Negotiation '07

- Mealey's Lexis/Nexis Contingency Fees '07
- Mealey's Lexis/Nexis Ethics '07
- Mealey's Lexis/Nexis Client Expenses '06
- Mealey's Lexis/Nexis Emerging Drug and Devices '04
- Mealey's Lexis/Nexis MMSEA '08
- Mealey's Medicare & ERISA Liens: New Developments '09
- Mississippi Trial Lawyers Association '02
- Michigan Negligence Law Section '09
- Michigan Association for Justice '08
- Minnesota Trial Lawyers Association '09
- Montana Trial Lawyers Association '08
- New York Academy of Trial Lawyers '07
- Norfolk and Portsmouth Bar Association '03
- NABIS – Medical Issues in Brain Injury '05, '06, '07
- Ohio Academy of Trial Lawyers Annual '03, '04, '05, '06, '07
- Ohio Academy of Trial Lawyers Subrogation Seminar '06
- Ohio Academy of Trial Lawyers Worker's Compensation '07
- Ohio Association for Justice '08, '09
- Insurance/Negligence Seminar '09
- Ohio State Bar Association Annual Convention '06
- Ohio Trial Advocacy Seminar '04, '06
- Oklahoma Trial Lawyers Association '07
- Perrin Conferences '12, '13
- Philadelphia Assn. for Justice '08
- Plaintiff Asbestos Litigation Seminar '07
- Professionally Speaking Seminar '07
- RAND Corporation '16, '17
- San Antonio Trial Lawyers Association '07
- Society of Settlement Planners '07
- TBI Symposium - Brain Injury Association of Ohio '04, '06
- TPL-COB National Conference '07
- Utah Bar Association Annual Seminar '05
- Utah Trial Lawyers Brain Injury '02, '03, '04, '05, '06, '07
- Utah Trial Lawyers Association Annual Convention '07
- Utah Association for Justice '09
- Virginia Trial Lawyers Association '05

Publications

- Negotiating and Settling Tort Cases, ATLA / West Publishing (2007). Updated 2013, 2015.
- A Fine Line We Walk: Counseling Clients About the "Form" of Settlement, 13 A.B.A. Prof'l Law. 4, 2002.
- Don't Get Trapped By A Settlement Release, Trial Magazine, September 2003.

- A Practical Approach to Proactive Client-Counseling and Avoiding Conflicts of Interest in Aggregate Settlements, The Loyola University Journal of Public Interest Law, Volume 6, 2004.
- Deferring Attorney Fees: Is There Now a Critical Mass of Enabling Legislation? Ohio Trial, Volume 14, Issue 2, 2005.
- Making Sense of Medicare Set-Asides, Trial Magazine, May 2006.
- What Does the Ahlborn Decision Really Mean? Ohio Trial, Fall 2006.
- Medicare's Reimbursement Claim - The Only Constant is Change, Ohio Trial, Spring 2007.
- One More Thing to Worry About in Your Settlements: The Medicare, Medicaid and SCHIP Extension Act of 2007, Philadelphia Trial Lawyers Association Verdict, Volume 2007, Issue 6.
- Act II – Reporting Obligations for Settling Insurers where Medicare is a Secondary Payer: The Medicare, Medicaid and SCHIP Extension Act of 2007, May 18, 2009.
- Easing Health Care Lien Resolution, AAJ Trial Magazine, October 2010.
- The Medicare, Medicaid and SCHIP Extension Act of 2007, Section 111 Reporting: One More Thing to Worry About in Your Settlements, March 2012.
- The SMART Act: How a New Federal Law Could Fast Track Your Settlements, 2013.

EXHIBIT 11

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)))	MDL No. 2:18-mn-2873-RMG
CITY OF CAMDEN, et al. *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a, EIDP,Inc.) et al. *Defendants.*	))))))))))	Civil Action No. 2:23-cv-03230-RMG

DECLARATION OF ROB HESSE

TABLE OF CONTENTS

GLOSSARY

PFAS	Per- and Polyfluoroalkyl Substances
PWSID	Public Water System Identification Number
PWSs	Public Water Systems
SDWIS	Safe Drinking Water Information System
UCMR 3	Third Unregulated Contaminant Monitoring Rule
UCMR 5	Fifth Unregulated Contaminant Monitoring Rule
EPA	United States Environmental Protection Agency

I, Rob Hesse, declare and state as follows:

I was retained in early February 2021 to provide research expertise and technical support for a potential class action settlement on behalf of Public Water Systems (PWSs) throughout the United States whose water systems are contaminated with Per- and Polyfluoroalkyl Substances (PFAS). I was tasked with identifying PWSs that meet the proposed Class definitions and to identify PWSs that were excluded. To complete these tasks, it was necessary to identify, gather, and organize publicly available datasets from federal and state agencies. These PWSs can be identified and their eligibility as putative Class Members determined using available and objective criteria.

The following is a summary of my research activities and findings. My experience and qualifications are also presented herein.

1 PUTATIVE CLASS MEMBERS ARE REASONABLY ASCERTAINABLE

Putative Class Members consist of two groups of PWSs: Phase One Class Members and Phase Two Class Members. A Phase One Class Member is a PWS in the United States of America that has one or more groundwater well, surface-water intake, or any other intake point from which a PWS draws or collects water for distribution as drinking water that was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level (Impacted Water Source) as of June 30, 2023. A Phase Two Class Member is a PWS in the United States of America that is (1) subject to the monitoring rules set forth in UCMR 5 (*i.e.,* "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (2) required under applicable federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline. PWSs that are owned and operated by the federal or state governments that cannot sue or be sued in their own name are excluded as Class Members. Also excluded are certain PWSs that are located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson

counties in North Carolina.[1] Additionally, also excluded from the Settlement Class are any privately owned wells or surface water systems not owned by, used by, or otherwise part of, and does not draw water from, a Public Water System. To identify Phase One and Phase Two Class Members, I identified, acquired, and evaluated datasets of PFAS chemical analytical testing by PWSs as well as the general information, including population, ownership, and classification, about each PWS.

All PWSs in the United States are permitted entities that are regulated by the EPA. All PWSs are registered with a unique identification number called a Public Water System Identification Number (PWSID). The EPA maintains a centralized Public Water System database that contains an inventory of all PWSs in America. This database, SDWIS, is regularly updated with classifying information about all PWSs as well as administrative contact information.[2,3] Thus, all PWSs can be readily ascertained based on their registration and respective, system-specific information in SDWIS.[4]

Only the subset of the PWSs in the SDWIS with an Impacted Water Source will qualify as a Phase One Class Member. Starting in March 2021, I began acquiring and compiling PFAS testing data for PWSs across the nation in order to assemble a master dataset of PWSs with PFAS detections. This work involved combining data from the EPA's UCMR 3 and data acquired from individual state agencies.[5]

First, I collected the PFAS results from UCMR 3 that were available from the EPA's website. UCMR 3 was conducted throughout the United States under direction of the EPA

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[1] PWSs located in the seven North Carolina counties may request to be included in the Settlement Class per the Settlement Agreement; however, for purposes of my analysis I am excluding all of these systems for purposes of estimating the approximate number of PWSs in Phase One and Two based on available data.

[2] EPA, *SDWIS Federal Reports Search*, available at: https://ofmpub.epa.gov/apex/sfdw/f?p=108:200 (last accessed July 1, 2023)

[3] EPA, *Enforcement and Compliance History Online* - Data Downloads,SDWA Dataset (ZIP), available at: https://echo.epa.gov/tools/data-downloads (last accessed July 1, 2023).

[4] The SDWIS database is updated quarterly. The most recent SDWIS dataset at this time is for the first quarter 2023.

[5] From 2013 to 2015, the U.S. EPA collected PFAS samples from certain PWSs as part of its third national survey of unregulated contaminants in public water supplies. See EPA, available at https://www.epa.gov/dwucmr/third-unregulated-contaminant-monitoring-rule (last accessed July 1, 2023).

between 2013 and 2015. I then utilized the UCMR 3 dataset as a model for creating a data structure template for processing state data that would be acquired over the course of the project.

I then researched individual states to determine which states required PWSs to test for PFAS, the availability of PFAS sampling data, and whether the data being sought was available online or would require me to contact official(s) at a state agency. Over the course of the project, I gathered PFAS data from a variety of sources, including online databases, published reports, datasets provided in response to requests to state officials, and datasets received in response to formal public records requests. This process involved extensive communications, tracking of requests, processing of data, and other steps to prepare data for evaluation. This process was repeated several times between March 2021 and January 2023 so that I continued to collect additional updated data as it became available. More detections occurred after I stopped collecting data in January 2023.

The state agencies provided datasets in multiple different formats and with varying degrees of detail. The number of PFAS analytes tested for also varied. I homogenized all the data I obtained from many sources for use in a master detection dataset. System-specific information such as water system type, primary source, owner, population served, and other classifications were obtained from the SDWIS, and I added the applicable information to the PWSs in the master detection dataset. I then removed all PWSs that were labeled in SDWIS as owned by the federal or state government, except those federal- and state-owned water systems that can sue or be sued in their own name that was provided by the Co-Leads. I also removed the PWSs that are located in the seven excluded North Carolina counties.

Phase One Class Members are clearly ascertainable through a combination of SDWIS and data from state agencies. From the PFAS data that I collected and incorporated into the master detection dataset, I was able to derive a list of more than approximately 6,400 Phase One Class Members. However, it should be noted that new detection data continues to be made publicly available often, so these numbers will continue to increase. It is however certain that each PWS who qualifies as a Phase One Class Member will be able to use its own testing data to prove eligibility. The master detection dataset likely represents the largest collection of PFAS monitoring results for PWSs that is available in one reference source. This dataset is extensive, but

it is not necessarily a complete list of PWSs with PFAS detections. Some PWSs may have tested and not provided that data to state agencies, some states that collected data did not provide it for my evaluation, and recent PFAS sampling by some PWSs was not available to me during my data collection period.

UCMR 5 requires all PWSs that serve 3,300 people or more to test for PFAS and it does not include Transient Non-Community Water Systems (TNCWS).[6] To ascertain the potential Phase Two Class Members, I first downloaded the entire SDWIS and removed all of the PWSs that I had already identified as Phase One Class Members. Then, I removed those PWSs in North Carolina that are excluded based on being located in any of the seven counties listed above. Also, I removed all PWSs categorized as TNCWSs and those PWSs owned by a state or federal government, except those that can sue or be sued in their own name as provided to me by Co-Leads. Finally, I utilized the data field for the population served to determine which of the remaining PWSs serve more than 3,300 people and are thus subject to UCMR 5. Through this exercise I determined that more likely than not there are approximately 7,800 PWSs likely to be subject to the monitoring rules set forth in UCMR 5 that are not Phase One Class Members as reflected in the master detection dataset and that are not excluded. Because Phase Two Class Members also include PWSs that are required to test for PFAS under state or federal law before the UCMR 5 deadline, there may be Phase Two Class Members that are either classified as TNCWS or PWSs that serve less than 3,300 people. I was not asked to estimate the likely number of these Phase Two Class Members. However, these PWSs are readily ascertainable by the SDWIS, the actual data from the states, or a combination thereof.

Class Members can be readily ascertained based on their registration in the federal SDWIS database. The federal SDWIS database contains contact information for PWSs and can be used for purposes of notifying potential Class Members of this Settlement. States also have drinking water programs to maintain compliance with the regulations and collect information on PWSs in their respective jurisdictions. In addition, Class Members can be noticed through other channels

[6] EPA, *Fifth Unregulated Contaminant Monitoring Rule*, available at https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule (last accessed July 1, 2023).

such as professional water associations and related groups including the American Water Works Association, Water Environment Federation, and others.

2 QUALIFICATIONS & EXPERIENCE

I am a founder and principal at the environmental consulting firm of Soil Water Air Protection Enterprise ("SWAPE"), located at 2656 29th Street, Suite 201, in Santa Monica, California 90405. I received a Bachelor degree in Geology from the University of Colorado at Boulder in 1993. I have worked in the environmental consulting field since the mid-1990s and have gained extensive experience and specific knowledge that qualifies me to provide expert opinions in this matter.

In 1994, I began working as a Staff Geologist at the environmental engineering and consulting firm of Erler & Kalinowski, Inc. ("EKI") in Santa Monica, California. At EKI, I conducted a substantial number of environmental site assessments for a wide variety of agricultural, commercial and industrial sites. These duties included various site assessments, remedial investigations, and special studies for projects. Over the course of several years, I performed numerous investigations at hazardous waste release sites to determine the nature and extent of contamination from petroleum hydrocarbons, chlorinated solvents, pesticides, polychlorinated biphenyls ("PCBs"), heavy metals, and other contaminants. I also gained extensive experience in the acquisition, processing, and management of environmental data such as chemical analytical data for environmental media samples. During my years at EKI, I frequently conducted routine sampling of groundwater at project sites, ordered laboratory chemical analytical testing, analyzed results, and prepared compliance monitoring reports for submittal to a regulatory agency. This work included becoming familiar with emerging contaminants, submitting electronic data deliverables, and understanding environmental databases. It was during my work at EKI that I started developing expertise in the management of environmental data.

In 2000, I moved to another consulting firm, Komex H2O Science, Inc. ("Komex") in West Los Angeles, California. At Komex, I worked on several remedial investigation projects and was also assigned to several projects involving litigation support. One of my roles at Komex was to manage environmental databases and GIS mapping operations for several large projects. One such project was to oversee data management and reporting for the Charnock Well Field MTBE

Investigation for the City of Santa Monica. For this project, my primary role was to assemble an annual report for the client and to oversee the management of a database application to create reports on thousands of test results for contaminated sites in the investigation area. During this time, I also worked on several projects that involved the collection and laboratory analysis of environmental media samples and preparing reports for submittal to a regulatory agency. In May 2003, I received my license as a Registered Geologist in California and was promoted to a Senior Staff Geologist.

In June 2003, I co-founded the consulting firm SWAPE with several colleagues. Since then, I have worked on hundreds of projects involving releases of chemical contaminants to soil, groundwater, surface water, and atmospheric emissions. Over the years, I have worked on a large number of projects involving the acquisition and analysis of environmental data for other experts as well as for my own assignments. I have testified at depositions in three cases. Two involved releases of petroleum hydrocarbons and/or MTBE to soil and groundwater, and one involved collection of surface water samples to assess stormwater-related PCB releases from a construction site. I have also worked on a variety of cases as a consulting expert to provide technical expertise for mediation or settlement purposes. For one such project, I provided technical support as an expert on a national class action settlement involving municipalities with liabilities relating to stormwater discharges of PCBs to impaired water bodies. This PCB class action was approved in late 2022.

Over many years of practice, I have conducted environmental assessments of many areas of the United States, including local, regional, and state-wide evaluations. I have developed expertise in the areas of environmental database management, data analysis, and the development of models for estimating damages to impacted entities. I also have extensive experience in the acquisition of environmental data from federal and state regulatory agencies, and experience developing databases to analyze such data. In addition, I have accumulated a large amount of knowledge and expertise concerning the fate and transport of chemicals in the environment, remediation technologies, environmental regulatory agency policies and guidance, and practices used by other environmental professionals. The current project required me to perform the same types of data gathering and analysis that I routinely employ in my non-litigation work and in development of expert opinions for litigation purposes.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 10, 2023 in Santa Monica, California.

ROB HESSE

EXHIBIT

12

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF TIMOTHY G. RAAB

I, Timothy G. Raab, declare and state as follows:

I. Background and Experience

1. My name is Timothy G. Raab. I am a Managing Director at Alvarez and Marsal, a global professional services firm that consults on a myriad of challenges facing corporations. My specialty is in Disputes and Investigations. My practice focuses on providing expert and advisory services to companies and law firms involved in complex litigation and claims resolution.

2. Before joining Alvarez and Marsal in November of 2022, I was a Senior Managing Director at Ankura Consulting Group, a global professional services firm. Prior to that, I was Director, Managing Director, and then Senior Managing Director at ARPC, a boutique economic consulting firm.

3. I received a Bachelor in Business Administration (BBA) degree from Loyola College in Baltimore, a Master of Business Administration (MBA) degree from Marymount University in Arlington, VA and a Master of Science (MS) in Taxation from American University in Washington, DC.

4. For the past 20 years, my experience has been in forecasting liability. This requires building statistical and mathematical models to forecast liabilities and assets for settlement trusts, settlement negotiations, bankruptcy proceedings, and complex settlement programs. Most often, these forecasts involve estimating the number, timing, and value of claims related to personal injury, business interruption, and economic losses. Most forecasts are prepared using a combination of general methods, such as regression analysis, net present value principles, and specific algorithms based on the case and the availability of data.

II. Scope and Information Relied Upon

1. I was asked by the Plaintiffs' Co-Leads ("Co-Leads") to develop a methodology to be used to estimate the likely ratio between two groups of putative Class Members that are covered by the Dupont/Chemours/Corteva (collectively referred to as Dupont) Class Settlement: the "Phase One" and "Phase Two" Class Members.

2. For purposes of the Dupont Class Settlement, "Public Water System" (PWS) includes Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems (including, in each case, Inactive Water Systems).

3. Phase One Class Members are all PWSs in the United States of America that draw or otherwise collect from any water source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.

4. Phase Two Class Members are PWSs in the United States that as of June 30, 2023, are (i) subject to the monitoring rules set forth under UMCR 5 (*i.e.*, "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable federal or state law to test or otherwise analyze for PFAS before the UCMR 5 deadline.

5. The following are excluded as putative Class Members in the Dupont Class Settlement:

    - Any Public Water System that is located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina.

    - Any Public Water System that is owned and operated by a state government and cannot sue or be sued in its own name, per Exhibit I to the Settlement Agreement.

    - Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, per Exhibit J to the Settlement Agreement.

6. I was not asked to allocate funds, nor was I provided information regarding the settlement structure or settlement allocation procedures, except as specifically noted herein.

7. I understand that one-third of PWSs included in the UCMR 5 have already been tested, but at this time the results of those tests are not publicly available. I reserve the right to make changes to this analysis when relevant data becomes available.

III. Analysis and Summary of Conclusions

Phase One Class Members and Phase Two Class Members

Phase One Class Members

1. The data for the Phase One Class Members included a total record count of 17,755 PWS which included results with both "detect" and "non-detect" fields. Only records with "detect" on or before June 30, 2023, were included to determine Phase One Class Members. I removed the PWSs that are located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender and Robeson counties in North Carolina as well as the PWSs that are owned or operated by a state or federal government that cannot sue or be sued in their own name. It is more likely than not that Phase One Class Members total approximately 6,771.

Phase Two Class Members

2. To determine the potential Phase Two Class Members, I downloaded PWS data directly from SDWIS, started with the overall PWS count, and first removed any PWS that I identified as a likely Phase One Class Member. I removed the PWSs that are located in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender and Robeson counties in North Carolina as well as the PWSs that are owned or operated by a state or federal government that cannot sue or be sued in its own name. I then removed the inactive PWSs because inactive PWSs are not subject to the monitoring rules set forth in UCMR 5. I further limited the potential Phase Two Class Members to only CWS and NTNCWS, excluding TNCWS, as these are the only PWSs subject to the monitoring rules set forth in UCMR 5. I did not include the sample of 800 small systems from the UCMR 5 program because they are not included in the Class Definition. It should be noted that data from states which have required PFAS testing by PWS for several years have been provided by Co-Leads. However, there were states that have only recently required PWS to test for PFAS, and I included those in my analysis to the extent that they are not subject to UCMR 5. The PWSs in these states include CWS, NTNCWS and TNCWS. It is more likely than not that the potential number of Phase Two Class Members total approximately 13,986.[1]

Calculation of the Estimated Detection Rate

3. After estimating the numbers of Phase One Class Members and the potential Phase Two Class Members, I estimated the detection rate for potential Phase Two Class Members using two methodologies. The first method used the experience from the UCMR 3 supplemented with state data for large systems. The second method used only the state data across all systems.

Method 1: UCMR 3 Expanded

4. Because UCMR 3 only involved testing of the PWS serving more than 10,000 people, I utilized the state data for PWS serving more than 10,000 people in an effort to derive a more accurate

[1] It should be noted that of the 13,986 PWSs, approximately 4,463 are TNCWS and NTNCWS serving less than 3,300 people. I included these even though it has not been announced in some states if these PWSs will be tested at all or if only a random sample of these small PWSs will be required to test by the UCMR 5 deadline.

detection rate. First, I downloaded the results of the entire UCMR 3[2] from the EPA website. That data consisted of 1,075,413 test results covering 44 chemicals (PFAS and non-PFAS) in 6,200 PWS. The data was first reduced to include only PFAS analytes: perfluorooctanesulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), perfluoroheptanoic acid (PFHpA), and perfluorobutanesulfonic acid (PFBS). This reduced the total records to 221,831 test results in 4,920 water systems. The data was further reduced to only active PWS and excluded TNCWS. Another four PWS were excluded because they were listed as "Both--Active/Inactive" in the EPA's Water System ID Search. The final dataset used consisted of 4,845 PWS. A PWS was considered to have a detection if any of the six PFAS analytes tested above the minimum reporting level at any time during the testing period.

5. I found that of the 4,845 PWS tested, 197 or 4.1% had a detection. Since the UCMR 3 program tested the entirety of large water systems serving more than 10,000 people but only tested a limited sample size of the smaller PWS, I focused on the large systems. Of the 4,845 systems tested, 4,007 were large systems. Of those, 190 or 4.7% had a detection.

6. I compared the scope of UCMR 3 to UCMR 5 and identified several important differences. First, UCMR 5 will test more PWS than UCMR 3. UCMR 5 will test all PWS with a population served between 3,300 and 10,000 as well as PWS servicing over 10,000. UCMR 3 only randomly sampled PWS below 10,000 people served. Second, UCMR 5 expanded the number of PFAS analytes included in the testing to 29. UCMR 3 only included 6 PFAS analytes. Third, the threshold for detection or minimum reporting level for PFAS contaminants in UCMR 5 is significantly lower than UCMR 3. These differences indicate that UCMR 5 should produce a higher rate of detection.

7. To approximate the impact of the foregoing differences between UCMR 3 and UCMR 5, I used detections from the state data for the large PWS. Per the state data, 1,213 large PWS had a detection compared to only 190 from UCMR 3. The state data, which often used lower detection rates and tested for more PFAS analytes than UCMR 3, increased the detection rate to 30%.

Method 2: State Data

8. The starting point for this method was the state data provided by the Co-Leads. The total state data set included 17,755 PWS PFAS testing records including records with and without detections as described above. It should be noted that while some of the state records included non-detect data, many of the states did not include such data. The inclusion of all non-detect data from all states would certainly decrease the detection rate. To be as accurate as possible and to also be conservative, I did not consider a margin of error for the missing non-detect data. I calculated a 39% detection rate based on the state data. I decided to use the 39% detection rate even though it is likely inflated because most PWSs did not submit non-detect data to the states.

[2] https://www.epa.gov/sites/default/files/2017-02/ucmr-3-occurrence-data.zip

Estimates of Phase One and Phase Two

9. As described above, the Phase One Class Members more likely than not total approximately 6,771 and the population of potential Phase Two Class Members more likely than not total approximately 13,986.

10. The detection rate for Method 1 was 30% and the detection rate for Method 2 was 39%. For the reasons explained above and given that there is a more robust state dataset, I consider the 39% state data detection rate a more reliable estimate. After applying this rate, Phase Two Class Members more likely than not total approximately 5,412.

11. It is also my understanding that one-third of the PWSs subject to the monitoring rules of UCMR 5 have already tested. Any detections by these PWS would shift the PWS out of Phase Two and potentially into Phase One. After applying the 39% rate to the one-third that have already tested under UCMR 5, which are only large systems over 3,300, I removed them from Phase Two and placed them into Phase One. After this adjustment the ratio of Phase One to Phase Two is approximately 64% / 36%.

12. In an effort to be conservative, I can safely recommend adjusting the ratio between Phase One and Phase Two to 55% / 45%.

13. My analysis and conclusions stated in this declaration are all made to a reasonable degree of certainty based on statistical and mathematical principles that are accepted in the field of liability estimation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 10th day of July 2023, at Washington, DC.

Timothy G. Raab
655 Fifteenth Street, NW
Washington, DC 20005

EXHIBIT 13

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	))))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF J. MICHAEL TRAPP PHD

I, J. Michael Trapp PhD, declare and state as follows:

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EXHIBITS

A. Trapp Resume

GLOSSARY

MCL	Maximum Contaminant Level
NPDWR	National Primary Drinking Water Regulation
PFAS	Per- and Polyfluoroalkyl Substances
PFOA	Perfluorooctanoic acid
PFOS	Perfluorooctane sulfonic acid
PFBS	Perfluorobutane sulfonic acid
PFNA	Perfluorononanoic acid
GEN X	hexafluoropropylene oxide (HFPO) dimer acid and its ammonium salt
PFHxS	Perfluorohexane sulfonate
PWS	Public Water System
O&M	Operation and maintenance
SDWIS	Safe Drinking Water Information System
UCMR	Unregulated Contaminant Monitoring Rule
EPA	United States Environmental Protection Agency
WBS	Work Breakdown Structure
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
PWSID	Public water system identification
SDWIS	Safe Drinking Water Information System
UCMR 3	EPA's Third Unregulated Contaminant Monitoring Rule

1 SCOPE OF WORK

I was retained in February 2021 to provide research expertise and technical support for a possible class action settlement on behalf of Public Water Systems (PWS) throughout the United States whose water systems are contaminated with Per- and Polyfluoroalkyl Substances (PFAS). I was asked to develop an objective formula that would score groundwater wells and surface water systems using factors that an engineer would use to calculate treatment costs for PFAS chemicals in real-world scenarios. Those scores would then be used to allocate a finite monetary settlement fund equitably among PWS that are eligible settlement class members. The following is a summary of my work process and findings. My experience and qualifications, research activities, and additional details of my work are also presented.

The opinions stated in this declaration are all made to a reasonable degree of scientific certainty based on my education, professional experience, and review of available published studies and literature.

2 QUALIFICATIONS & EXPERIENCE

I have attached a copy of my curriculum vitae for reference on my experiences and qualifications. I have 23 years of experience working in the environmental and water fields with a broad background in academic research, public sector service, and consulting. My academic background includes Bachelor of Science degrees in both Chemistry and Biology with minors in Math and Social Sciences; a Master of Science degree in Chemistry; and a Ph.D. in Marine and Atmospheric Chemistry. Following the completion of my education, I worked with the EPA's National Investigation and Enforcement Center in Lakewood, Colorado, as a chemist. After that, I worked as a professor of Marine and Wetlands studies and the director of the Coastal Carolina University Environmental Quality Lab.

3 REGULATORY ENVIRONMENT

PFAS are a diverse group of man-made chemicals, including PFOA and PFOS compounds, that have caused widespread pollution of water resources. Since the 1940s, PFAS have been manufactured for use in a variety of commercial and consumer products, including firefighting foam and stain repellents. PFOA and PFOS have been the most extensively produced and studied of these chemicals.

Due to their highly soluble hydrophilic nature, PFAS migrate easily through the environment to contaminate surface water bodies and groundwater aquifers. Many large PWS (those serving over 10,000 people) first discovered their drinking water supplies were contaminated with PFAS through sampling required by the Third Unregulated Contaminant Monitoring Rule (UCMR 3) of the Safe Drinking Water Act. Some states also require PWS to test for PFAS. Thus, PWS have detected PFAS contaminants as they collect raw source water from groundwater wells or surface water systems. The prolific nature of PFAS in the environment has resulted in a wide range of PWS being impacted, from the smallest local groundwater wells to the largest surface water systems along America's navigable waterways.

On March 14, 2023, the EPA announced and released the proposed NPDWR for PFOA and PFOS. The EPA is proposing to set a Maximum Contaminant Level (MCL) of 4 parts per trillion (ppt) each for PFOA and PFOS, levels at which they can be reliably measured.[1] An MCL is the maximum contaminant level that can be present in water that is served to the public.[2]

In addition to these two MCLs, the EPA is proposing to address four additional PFAS (GenX, PFBS, PFNA, and PFHxS) as a mixture using a Hazard Index.[3] The Hazard Index is a tool used to evaluate potential health risks from exposure to chemical mixtures.[4] This approach has been used in other EPA programs, such as the CERCLA, but this is the first time it has been used for a drinking water standard. The Hazard Index proposes a ratio for each of the four PFAS to calculate a compliance value based on detected levels of the four PFAS. If the combination of those four ratios is at or above 1.0, then a PWS will be expected to reduce the levels of these PFAS, once and if the MCL becomes final. Depending on the level of contamination found, PWS may need to act even if only one of the four PFAS is present.

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[1] Per- and Polyfluoroalkyl Substances (PFAS) Proposed PFAS National Primary Drinking Water Regulation. https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas

[2] See 42 USCA §§300g-1, 300g-3.

[3] Additionally, EPA is proposing Maximum Contaminant Level Goals (MCLGs) for each of the six PFAS.

[4] PFAS National Primary Drinking Water Proposal Hazard Index https://www.epa.gov/system/files/documents/2023-03/How%20do%20I%20calculate%20the%20Hazard%20Index._3.14.23.pdf .

These developments are significant for PWS because, for the first time, federal regulations will require testing and corrective actions to avoid exceeding MCLs and Hazard Index values.

4 PFAS TREATMENT METHODS

A PWS may employ different treatment strategies to reduce PFAS concentrations in drinking water. As technologies have become more sophisticated, ion exchange and granular activated carbon (GAC) have emerged as the primary filtration methods used by PWS to reduce or remove PFAS.

A PWS will incur significant costs in employing either method. Both require an initial investment of capital costs for construction, as well as expenditures for ongoing operation and maintenance (O&M). Thus, when estimating the cost of treating drinking water for PFAS contamination, both capital costs and O&M costs must be considered.

Cost of Treatment = Capital Costs + O&M Costs

Capital costs are driven by the amount of water that flows from a groundwater well or into a surface water system (i.e., the flow rate). O&M costs are driven by both the flow rate and the PFAS concentration to be removed.

First, flow rates affect the capital costs, which are based on engineering requirements for construction, including size and number of treatment vessels. Second, the level of PFAS concentration determines the speed at which ongoing O&M activities will occur. Higher concentrations of PFAS require a PWS to test more frequently and replace treatment media more often, which demands more employee time. The flow rate also impacts the O&M costs because the size of the system dictates the magnitude of the O&M activities, such as how much treatment media will need to be replaced. Thus, flow rate and PFAS concentrations are the two critical pieces of information required to estimate treatment system costs. Flow rate dictates the Capital Costs Component, and flow rate and PFAS concentrations dictate the O&M Costs Component.

5 ALLOCATION PROCEDURES

The Safe Drinking Water Act Amendments of 1996, as well as several other statutes and executive orders, require that the EPA consider the costs of compliance with drinking water

standards, including MCLs. As a result, the EPA conducts studies of the costs of water treatment and publishes cost-estimating models. These models are based on a work breakdown structure (WBS) approach.[5] The approach quantifies discrete components to estimate unit costs inclusive of design, capital costs, and ongoing O&M expenses.

The EPA has developed and published a cost-estimating model for drinking water treatment of PFAS contamination titled "Work Breakdown Structure-Based Cost Model for Ion Exchange Treatment of Per- and Polyfluoroalkyl Substances (PFAS) in Drinking Water."[6] Originally published in December 2017 under a different title, this model includes a digital tool for calculating specific design requirements. This publication was updated in March 2023 to include PFAS-specific considerations.[7] PWSs and engineers use this model to aid in the planning, design, and implementation of real-world treatment systems to address PFAS contamination.

This WBS tool represents a clearly defined and peer-reviewed methodology that can be applied to quantify the Capital Costs Component of a treatment system. The costs presented in this model are driven by the flow rate of a contaminated PWS. I utilized the WBS tool to generate the Capital Costs Component of the formula.

The relationship between O&M costs, flow rates and PFAS contamination levels has been articulated into an equation that was provided to me by Dr. Chavan.

My primary assignment was to determine an equitable way to distribute settlement funds among qualifying PFAS-impacted PWS. The Allocation Procedures are designed to determine the costs that each PWS will potentially incur relative to all other PWS, and to be able to scale these costs to the available fund for any size settlement in an equitable manner.

To represent the interplay of capital costs and O&M costs in the real world, each groundwater well and surface water system with PFAS contamination (Impacted Water Source)

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[5] Drinking Water Treatment Technology Unit Cost Models https://www.epa.gov/sdwa/drinking-water-treatment-technology-unit-cost-models .
[6] Drinking Water Treatment Technology Unit Cost Models https://www.epa.gov/sdwa/drinking-water-treatment-technology-unit-cost-models .
[7] (https://www.epa.gov/sdwa/drinking-water-treatment-technology-unit-cost-models)

will be assigned a Base Score that represents capital costs as a function of its flow rate and O&M as a function of both the flow rate and the concentration of PFAS.

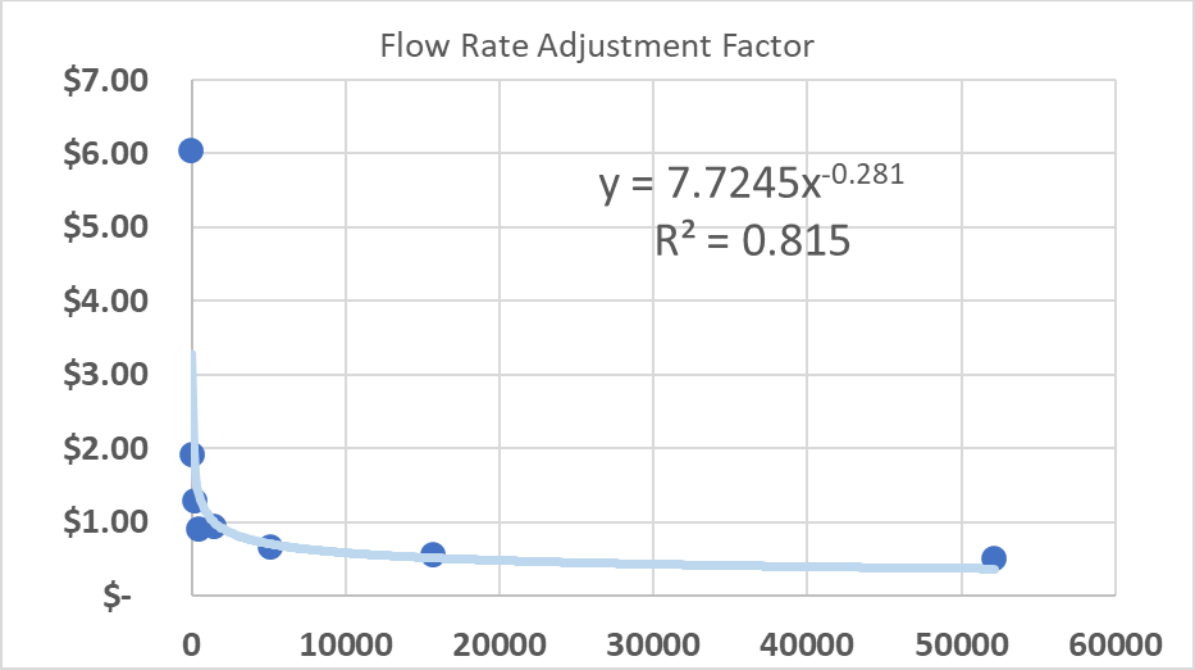
Base Score = Capital Costs Component + Operation and Maintenance Costs Component

Capital Costs Component

As discussed above, the EPA's WBS model for PFAS removal is a powerful tool provided to PWSs for estimating treatment costs. The WBS model incorporates industry standard data, data from available real-world studies, and example demonstration projects into a unified database. This database was used to create a costing algorithm that assigns costs to individual components of the entire treatment process including the following categories: Indirect Capital Costs (design, engineering, and construction management) and Direct Capital Costs (pressure vessels, tanks, ion exchange resin, cartridge filters, piping, valves and fittings, pumps, mixers, chemical feed, salt saturators, instrumentation and controls, system controls, building Structures and HVAC, evaporation ponds, and solids drying pad).

The WBS model is prepopulated with certain specifications to provide standard reference designs for a range of treatment systems. The eight standard design treatment systems provide a size range that span nearly all the PWS in the United States.

The WBS model provides a single annualized cost per 1,000 gallons of average flow for the designed system (a "unit production cost"). This unit production cost reflects the economy of scale achieved as treatment systems increase in size. When the associated costs for these standard designs are graphed against capacity, a clear trend emerges that unit production cost decreases as system size increases. This graphed data generates a simple exponential equation expressing the relative costs over the entire data range of system sizes.



The curve above shows a mathematical relationship between unit costs (y) and flow rate (x). This equation can thus be used to calculate the unit production cost for any Impacted Water Source. That unit cost can then be multiplied by the annual production volume to calculate the Capital Costs Component for each Impacted Water Source. The below series of equations are used to calculate the Capital Costs Component of the Base Score:

Capital Costs Component = (EPA unit cost * flow rate) [8]

Treatment cost per thousand gallons = 7.7245 * (Flow Rate)$^{-0.281}$

Capital Costs Component = annual 1000 G units * treatment cost per thousand gallons

Operation and Maintenance Cost Component

The O&M Cost Component of the Base Score calculation is designed to reflect the impacts of PFAS concentrations and flow rate on O&M costs. Research shows that as PFAS concentration increases, treatment media will be exhausted more quickly, resulting in "breakthrough" of PFAS through the filter media and requiring the media to be changed more frequently. To treat higher

[8] Flow rate is expressed in gallons per minute.

PFAS concentrations, additional O&M activities will need to occur that include media regeneration, replacement, and disposal, along with a wide range of associated activities which substantially increase the cost of operating the treatment facility. O&M costs also increase as the size of the treatment system increases, so flow rate is a factor considered in O&M costs. The relationship between O&M costs, flow rate, and PFAS concentrations is clear and well-documented in the scientific literature.

The declaration provided by Dr. Chavan cites case studies and peer-reviewed literature demonstrating that as PFAS concentrations increase, O&M costs will increase where the unit cost removal of PFAS decreases as concentrations increase. Dr. Chavan provided me with the following equation that represents this relationship as well as the impact that flow rate has on the overall O&M costs. As explained in more detail by Dr. Chavan, the PFAS Modifier is a multiplier reflecting the increased costs tracking with higher PFAS concentrations and is set to a value of 0.005.

O&M Costs Component = ((PFAS Modifier*PFAS Score) * Capital Costs Component + Capital Costs Component)

PFAS Score

To represent the combined concentrations of PFAS compounds, each Impacted Water Source will be assigned a PFAS Score. The PFAS Score for each Impacted Water Source is calculated as the *greater* result of either (1) the sum of the maximum historical level of PFOA and the maximum historical level of PFOS, or (2) the sum of the maximum historical level of PFOA and the maximum historical level of PFOS averaged with the square root of the maximum historical level of any other single PFAS Chemical, expressed formulaically as follows:

PFAS Score = (max PFOA + max PFOS)

PFAS Score = $\{[\text{PFOA (Max Level)} + \text{PFOS (Max Level)}] + \text{Other PFAS (Max level)}^{0.5}\}/2$

IMPACTED WATER SOURCE BASE SCORE

The Base Score for each Impacted Water Source is defined as the sum of the calculated Capital Costs Component and the O&M Costs Component. Each component is defined above. Combining those calculations yields the following expanded Base Score equation:

Base Score = Capital Costs Component + Operation and Maintenance Costs Component

or

(EPA unit cost * flow rate) + ((PFAS Modifier*PFAS Score) * Capital Cost Component + Capital Cost Component)

An Impacted Water Source's Base Score thus provides a unified monetized comparator for all settlement class members' Impacted Water Sources that reflect their unique set of parameters of PFAS contamination levels and flow rate.

ADJUSTED BASE SCORE

Following the calculation of the Base Score for each of the Impacted Water Sources (as discussed above), a series of positive adjustments will be made to Base Scores if applicable to the Impacted Water Source. The adjustments are called the Regulatory Bump, the Litigation Bump, and the Public Water Provider Bellwether Bump. The adjustments will be summed and multiplied by the Base Score. This total will then be added to the Base Score to yield the Adjusted Base Score.

Adjusted Base Score = (Sum of Adjustments * Base Score) + Base Score

SETTLEMENT SCORE AND FINAL ALLOCATION

The final step in the allocation procedures is a normalization process which uses the above scoring process to determine a final settlement award for each settlement class members' Impacted Water Source(s). During this step, the Claims Administrator will divide an Impacted Water Source's Adjusted Base Score by the sum of all Adjusted Base Scores. This process calculates the fractional share of the total settlement amount for each Impacted Water Source. That fraction is

then multiplied by the total settlement amount to provide the settlement award for each Impacted Water Source. This is reflected by the following formula.

Allocated Amount = (Adjusted Base Score / Sum of All Adjusted Base Scores) x (total settlement amount)

6 IDENTIFYING CONTAMINATED PUBLIC WATER SYSTEMS

I was provided a master detection dataset generated by Rob Hesse which contained a nationwide collection of the publicly available data of the PWS with a PFAS detection in their systems. This process is the subject of the Declaration of Rob Hesse. As explained by Rob Hesse, the public data does not capture flow rates of groundwater wells or surface water systems which is necessary for the allocation formula described above.

Available data obtained from the EPA and state agencies indicates that thousands of PWSs have analytical testing result(s) indicating PFAS detection(s). As also noted by Rob Hesse, the master detection dataset is comprehensive, but it only captures the PFAS detection data that is publicly available. Many PWSs will likely have additional PFAS detection records that more accurately reflect their historical maximum levels of PFAS.

Because much of the data and information of PWS are not public due to security concerns, the flow rate and PFAS concentration data required in the above calculations must be provided by PWSs through the submission of Claims Forms to accurately identify and assess each PWS allocation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 7th day of July 2023, at San Diego, California.

_____

J. Michael Trapp
Atkins North America
11452 El Camino Real, Suite 120
San Diego, CA 92130

EXHIBIT
14

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF DR. PRITHVIRAJ CHAVAN, PHD

I, Prithviraj Chavan PhD, declare and state as follows:

GLOSSARY

AFFF	Aqueous Film -Forming Foam
AWWA	American Water Works Association
DoD	Department of Defense
EBCT	Empty Bed Contact Time
GAC	Granular Activated Carbon
ITRC	Interstate Technology and Regulatory Council
IX	Ion Exchange
MCL	Maximum Contaminant Level
O&M	Operation and Maintenance
PFAS	Per- and Polyfluoroalkyl Substances
PWSs	Public Water Systems
EPA	United States Environmental Protection Agency

1. Scope of Work

In April 2023, I was retained to provide research expertise and technical support for a potential class action settlement on behalf of Public Water Systems ("PWSs") in the United States facing PFAS contamination in their water systems. The objective of my work was to devise a methodology for estimating the additional O&M costs due to varying influent PFAS concentrations. The following is a summary of my findings and work process. In addition to describing my experience, qualifications, and research activities, I also provide additional information about my work.

2. Qualifications

I am an accomplished professional with over twenty years of experience in the design and planning of water and wastewater treatment systems. Throughout my career, I have made significant contributions to the field and have become a recognized expert in addressing emerging challenges, particularly in the area of drinking water and wastewater contaminants. Currently, I serve as a Project Technical Advisor for the PFAS Water Research Foundation project. In this role, I play a pivotal role in leading research initiatives focused on addressing the issues related to PFAS contamination in liquid/biosolids. I also served as a reviewer and provided valuable assistance during the publication process of the Water Environment Federation's (WEF) PFAS Book. This publication aims to disseminate the latest knowledge and best practices for dealing with PFAS contamination. By contributing my expertise and insights, I ensured the accuracy and quality of the book, which is set to be published in late 2023 or early 2024.

I have actively participated in various conferences as a facilitator of PFAS sessions, where I have shared my knowledge and engaged in discussions with industry experts, researchers, and policymakers. Moreover, I have been invited to present on the topic at PFAS conferences, where my presentations have been well-received for their clarity, depth, and practicality. Furthermore, I have authored several chapters for the Water Environment Federation (WEF) manuals on advanced treatment processes. These chapters focus on the application of technologies such as Granular Activated Carbon (GAC), Ion Exchange, and Membrane processes for the removal of Contaminants of Emerging Concerns (CECs) and PFAS. My contributions to these manuals have provided valuable guidance to practitioners and professionals in the water and wastewater industry, helping them effectively address the challenges posed by these contaminants. With my extensive experience, expertise, and dedication to addressing the challenges of water and wastewater treatment, I continue to make significant contributions to the field. My work, research, publications, and presentations have positioned me as a respected authority in the industry and an asset to any project or organization seeking to address PFAS water contamination challenges.

3. Overview of PFAS

Due to their persistence in the environment and potential adverse health effects, PFAS have garnered significant attention. PFAS have been detected in various environmental media, including soil, water, air, and biota. After World War II, companies began using PFAS as a processing assistant for surface treatments on paper, cloth, cookware, and carpeting. DoD and others used PFAS in AFFF until the 21st century [1, 2, 3]. Due to their pervasive use, PFAS are found in water resources around the world, and with thousands of compounds in the family, risk assessment and remediation are challenging [4]. The distinctive physical and chemical properties of PFAS confer oil-, water-, stain-, and soil-repellency, chemical and thermal stability, and friction reduction to a variety of products [5].

PFAS are organic compounds containing carbon-fluorine (C-F) bonds that are among the strongest in nature; therefore, PFAS persist in the environment (are stable and unlikely to react or degrade in the environment) and resist various remediation methods [6, 7, 8]. Due to the resistance of the majority of PFAS to biotic or abiotic degradation (with the exception of precursor transformation), physical transport processes are crucial for PFAS transport and exposure potential. Advection, dispersion, diffusion, atmospheric deposition, and weathering are essential PFAS transport processes [13].

Atmospheric transport and subsequent deposition can result in the accumulation of PFAS distant from their source of release.

Downward leaching of PFAS in unsaturated soils during precipitation or irrigation events is site-specific and a function of the medium and structural properties of PFAS.

At high concentrations, PFAS molecules can group together in micelles, which may increase or decrease carbon and mineral adsorption.

4. PFAS Treatment Technologies

A. Introduction

Conventional drinking water treatment, which includes coagulation, flocculation, sedimentation, and medium filtration, cannot remove PFAS [14, 15]. Even other conventional treatment methods that rely on contaminant volatilization at ambient temperature (such as air stripping or soil vapor extraction) or bioremediation (such as biosparging, biostimulation, or bioaugmentation) or advanced oxidation are ineffective with PFAS because of their unique stability and surfactant nature [16, 17]. Many traditional treatment methods have been demonstrated to be insufficient for treating PFAS, therefore advanced methods or combinations of existing methods are often necessary.

Adsorption methods, such as Granular Activated Carbon (GAC) and Ion Exchange (IX), can treat PFAS-contaminated water; however, there are several factors that influence the removal of PFAS using these techniques – technologies and factors affecting removal are described later [11, 12, 16, 18, 19, 20, 21, 22, 23, 24, 25]. Adsorption (GAC & IX) solutions are feasible and cost-effective for utilities needing immediate PFAS treatment. These two technologies (GAC & IX) are described below.

B. Granular Activated Carbon

GAC treatment reduces or removes a vast array of soluble organic compounds, including PFAS. When PFAS-contaminated water flows through a GAC filter, the PFAS molecules are transmitted from the liquid phase to the solid activated carbon surface via adsorption. Simply, the PFAS sticks to the carbon filter. GAC has a large surface area for organic adsorption and is effective for capturing a wide range of organic compounds. The adsorption capacity of GAC can be determined experimentally by developing a relationship between pressure and adsorption amount at a constant temperature for a given water quality.

Empty Bed Contact Time (EBCT) measures how long water remains in contact with the carbon filtration media. EBCT, which is defined as the volume of the vacant adsorption vessel divided by the flow rate, is a key design parameter for GAC treatment. A compound with greater adsorbability will have a lower EBCT than one with less adsorbability. For PFAS, EBCTs of 10 to 15 minutes per bed are recommended.

The manufacturer of the GAC is able to regenerate filters that have become saturated with contaminants and can no longer adsorb. Regeneration is the removal of adsorbed PFAS from the carbon filter to restore its adsorption performance so it can be reused. Typically, manufacturers have regeneration facilities designated for PFAS removal from GAC; therefore, transportation costs for regeneration must be factored into the total cost. GAC media can be disposed of in a landfill (if regulations permit), but management of the discarded GAC media must prevent PFAS leaching into the water phase, which may require PFAS removal depending on discharge regulations or require specialized disposal at increased cost.

PFAS characteristics, variations in PFAS properties, GAC media depth, flow rate, EBCT, temperature, types of other contaminants present in the water, the specific PFAS to be removed, and influent PFAS concentration all significantly impact the PFAS removal efficiency of GAC.

C. Ion Exchange

IX is effective at removing a wide variety of PFAS. In an IX system, contaminated water passes through a resin bed of positively-charged ions. The positive ions in the resin establish ionic bonds with the negatively-charged ions of a contaminant, removing those from the water. Ion exchange treatment is effective at removing PFAS from water because positive ions in the resin establish ionic bonds with the functional groups of PFAS. The hydrophobic end of the

PFAS molecule can also adsorb to the hydrophobic surface of the resin, resulting in a dual removal mechanism. Since no resin regeneration is required, no waste discharge must be managed.

The EBCT is also used to determine the size of IX, and removal of PFAS may necessitate a longer EBCT than removal of other anions such as nitrate or sulfate. The PFAS removal efficacy of IX is dependent on a number of variables, including the types of resin, resin depth, flow rate, types of other contaminants present in the water, influent PFAS concentration, target effluent PFAs concentration, and the specific PFAS to be removed. In addition, organic and inorganic constituents may substantially impact the PFAS removal efficiency of IX. Therefore, it is necessary to characterize the influent in order to identify potential pretreatment options for removing other contaminants.

IX media that is no longer usable can be regenerated, incinerated, or disposed of in a landfill. IX media may be landfilled (if regulations permit); however, management of the IX media must prevent PFAS leaching into the water phase, which may necessitate PFAS removal contingent on discharge regulations.

D. Key Factors Affecting PFAS Removal

Several factors impact the removal efficiency of PFAS in GAC and IX system [12, 16, 18, 20, 22, 23, 24, 25] including the following:

Characteristics of PFAS: Treatment effectiveness is influenced by the diverse chemical and physical properties of PFAS, such as resistance to conventional technologies due to the intensity of the carbon-fluorine bond, ionic state, types of ionic groups (sulfonate or carboxylate), chain length, and total concentration.

Source Water Quality: The presence of co-contaminants, total organic carbon, natural organic matter, minerals, cations, and anions can have a significant impact on treatment efficacy. For example, influent concentration and adsorbability of competing dissolved organic matter affect PFAS breakthrough. Thus, presence of other co-contaminants and ions complicate the treatment efficiency and performance of GAC or IX systems. Therefore, pretreatment for these other constituents may be essential for removing PFAS efficiently and effectively. The presence of other contaminants can increase frequency of media replacement, and additional pretreatment can increase the overall cost of PFAS treatment.

Influent Targeted PFAS Concentration: The influent PFAS concentration has a significant impact on efficacy of media. A higher concentration of PFAS in influent results in a higher percentage of the PFAS adsorbed to media. Nevertheless, because the mass loading rate is also greater with higher PFAS concentrations, PFAS breakthrough occurs more rapidly at higher influent concentrations. When other dissolved organic contaminants are present at higher concentrations than PFAS, the influent PFAS concentration has less effect on breakthrough.

Rapid breakthrough or lower bed volumes lead to more frequent media replacement, increasing O&M cost [27]. Media purchase and disposal costs both increase.

EBCT: When the EBCT is increased by increasing the depth of the contactor or decreasing the flow rate, more GAC is available to remove PFAS relative to the amount applied, thereby enhancing the GAC's efficacy. It has been demonstrated that PFAS diffusion in the presence of dissolved organic matter is dependent on EBCT. This reliance on EBCT is the result of competitive adsorption. Higher EBTC can lead to larger treatment systems, thus increasing the cost of PFAS treatment.

E. Allocation Methodology

In the present litigation, I advised regarding engineering practices and methodology for estimating the additional O&M costs that may be incurred as a result of increasing influent PFAS concentration and load. Typically, the primary costs associated with PFAS contamination are the initial capital costs associated with the construction of the treatment system and the ongoing operation and maintenance costs associated with maintaining the system's performance at the required levels. As detailed in Dr. Trapp's Declaration, each impacted water source will be assigned a Base Score that reflects the method for assigning reasonable value for operation and maintenance (O&M) cost of the system based on influent PFAS concentration and load. Scoring the systems based on factors affecting the costs of PFAS treatment provides an objective means of allocating settlement funds that reflects their relative real-world PFAS costs.

I specifically advised Dr. Trapp as to the relative relationship between O&M, flow rate, and the level of PFAS concentrations. As discussed below, the increased costs of higher PFAS concentrations, when costs and concentrations are examined, can be described with a mathematical factor of 0.005. I refer to this factor as the "PFAS Modifier" in the allocation calculations.

This relationship is well-documented in the scientific literature. Previously cited studies supported the observation that the capacity of the treatment media to adsorb or remove PFAS decreases as the concentration of PFAS increases. This necessitates more frequent media replacements due to media exhaustion, which increases the quantity of spent media that must be discarded [24, 27, 28, 29, 30]. This can increase the operational costs with respect to media replacement, transportation, and disposal. During an EPA study based on 99 datasets (pilots and full-scale for GAC & IX), it was observed that bed volumes increased as PFAS (PFOA & PFAS) concentration increased (Figure 1), indicating that treatment was more effective at lower PFAS concentrations than at higher PFAS concentrations and that the early breakthrough could occur at higher concentrations than at lower concentrations [22].

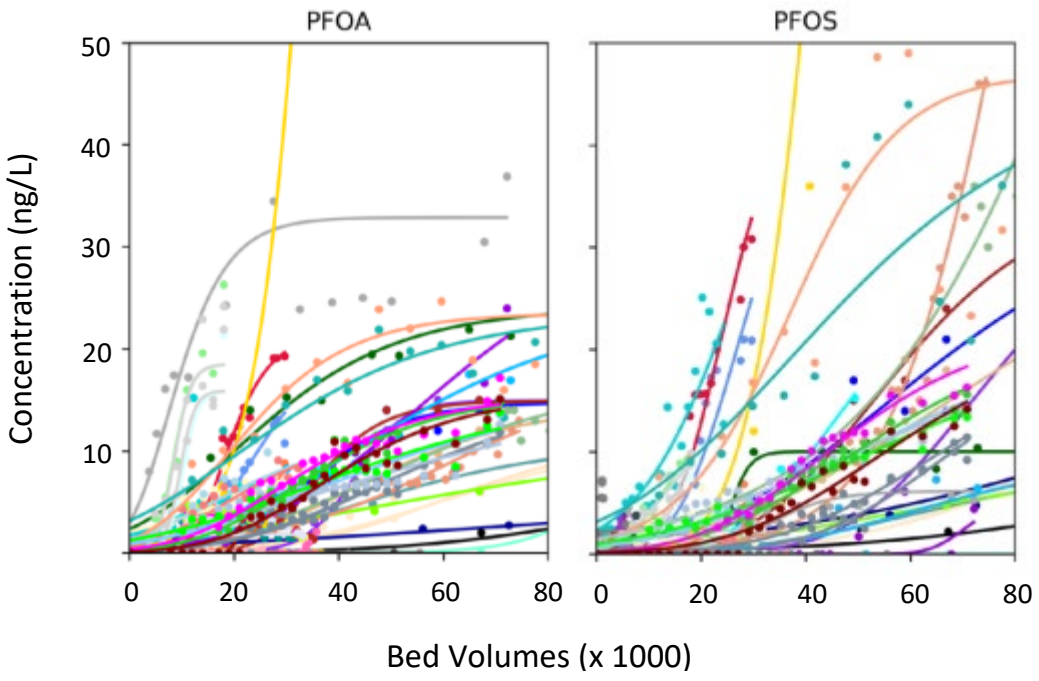


Figure 1. Required Bed Volumes for Corresponding PFAS Concentrations.

As a part of Water Research Foundation project, a cost tool is being developed to accommodate the increased understanding of the O&M component. Dr. Biscardi presented on "Understanding the Cost of PFAS Treatment in Adsorptive and Membrane Applications" at the Florida Water Resource Conference 2023 in Kissimmee, FL, on June 2, 2023. As part of the Water Research Foundation initiative, Dr. Biscardi gave a presentation on the cost tool that his team is developing using the EPA cost tool as a foundation. Dr. Biscardi did mention that the EPA's current tool does not account for PFAS concentrations, but that their future tool will. In addition, he presented the duration of the breakthrough and changeout phases, as well as the associated costs (Figure 2, photo taken from the presentation's slides), indicating that longer durations of the breakthrough and changeout phases are associated with substantially lower costs. Breakthrough and changeout periods are highly dependent on the source water quality, PFAS type, and PFAS concentration. The findings presented are consistent with what has been observed in the literature.

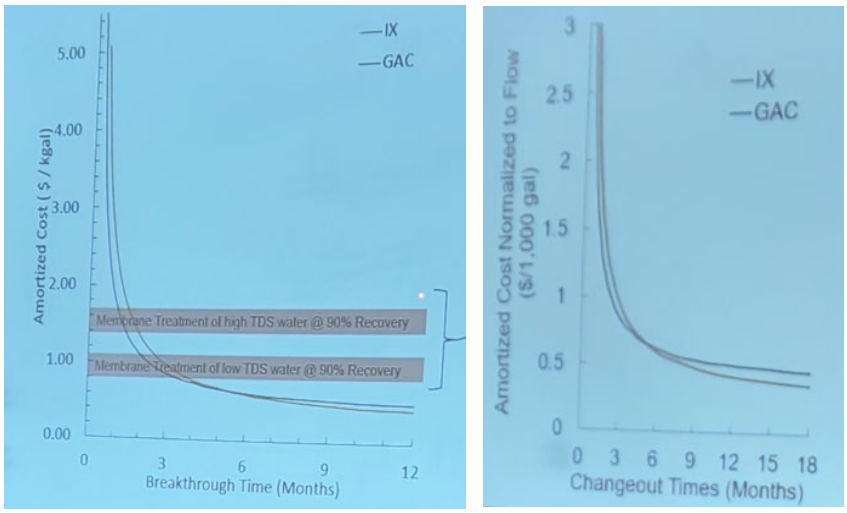


Figure 2. Breakthrough Time and Changeout Times versus Cost (Photo taken from the presentation's slides at FWRC 2023)

Generally, as PFAS concentration increases (if you need to remove PFAS to lower effluent concentration, i.e., remove more PFAs concentration or load), a PWS's operating costs will increase. In a study conducted by Mark [31], the operational cost increased from $0.18/1000 gallons to >$1.44/1000 gallons (Figure 3) to treat effluent PFAS concentrations of >30 ng/L to non-detectable concentrations. This indirectly suggests that if you need to remove high PFAS concentrations from the water the cost will be higher, however, the relation may not be linear.

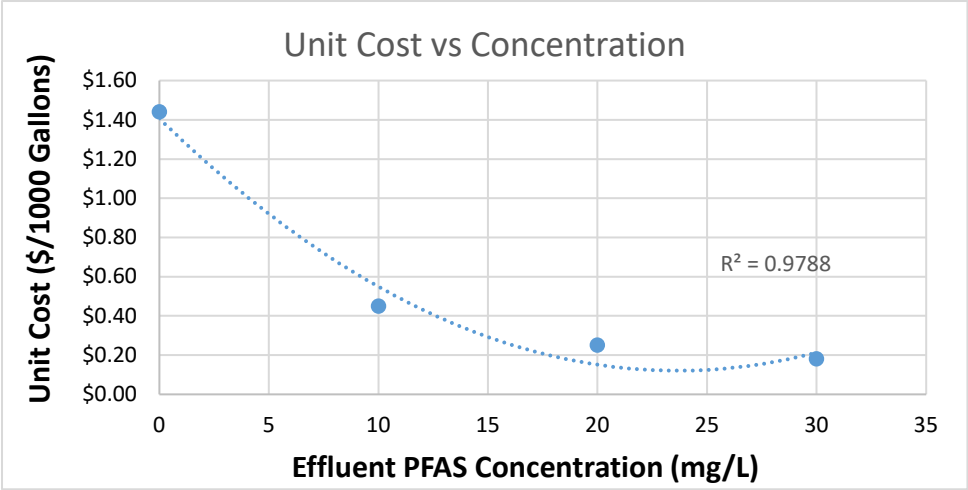


Figure 3 – Operating Unit Cost of PFAS Treatment System at Different Treatment Levels

In addition, PFAS concentrations are low relative to the assimilative capacity of the media that they are passing through, so increasing concentration by two orders of magnitude only marginally increases the amount of the change over time. This is because there are so many

binding sites on the media that cost increases marginally, indicating that the relationship between source PFAS concentration and removal cost was non-linear.

The following equation represents this relative relationship which considers that all qualifying settlement class members will require basic O&M tied to the Capital Cost Component as well as additional O&M driven by the level of PFAS concentrations. The increased costs are estimated by the "PFAS Modifier," a multiplier reflecting the increased costs tracking with higher PFAS concentrations and calculated as 0.005, based on the curve trend of the EPA Cost Curve

O&M Cost Component = ((PFAS Modifier*PFAS Score) * Capital Cost Component + Capital Cost Component)

O&M costs are not one-time costs like capital costs. Instead, they are ongoing costs that should be taken into account when figuring out how much a treatment system will cost in total. O&M costs include a wide range of activities and costs, such as influent contaminant loads, target effluent concentration, labor, monitoring, and other things, that are needed to run and keep the system well over time. Most of the factors can be changed, but the influent PFAS load (flow and percentage) is caused by contamination of water sources and is the only thing that should be taken into account (along with its effect on O&M costs) when deciding how to account for O&M costs. As we've already said, the EPA's 99 datasets and other studies have shown that a high PFAS concentration and load in the influent causes the media to break down quickly and need to be changed out often, which adds to the cost of O&M.

Based on these findings and our engineering knowledge, we did an iterative process with the PFAS Modifier and the Flow Rate Modifier to find a good way to divide up the PFAS loads (flow and concentration) coming into the treatment system. We also made sure that the number we came up with shows how the EPA Cost Curve is shaped. Based on the literature and our technical knowledge, we can say that the O&M costs for systems with a significantly higher PFAS concentration (flow and load, or PFAS Score) are higher than for systems with a lower PFAS Score. Higher amounts or loads of contaminants require more treatment (more expensive operations or a bigger treatment system), which is in line with the basics of treating contaminants in water and wastewater.

The results of this calculation are shown in the below example for the EPA WBS standard design system at 1494 GPM as a function of relative PFAS Score (Figure 4). The result is an exponential reduction in the unit cost of PFAS removal as PFAS concentrations increase. This relation is hyperbolic, similar to what was described previously regarding influent concentration and removal expense. The shape of the curve resembles the EPA's capital cost curve (used to calculate compensation based on hydraulic treatment capacity). After going through current and previous studies, pilots, full-scale datasets, discussion with the other industry experts on PFAS,

the developed curve provides reasonable compensation for the varying PFAS Score using developed PFAS Modifier of 0.005 and Flow Rate Modifier of 1.75.

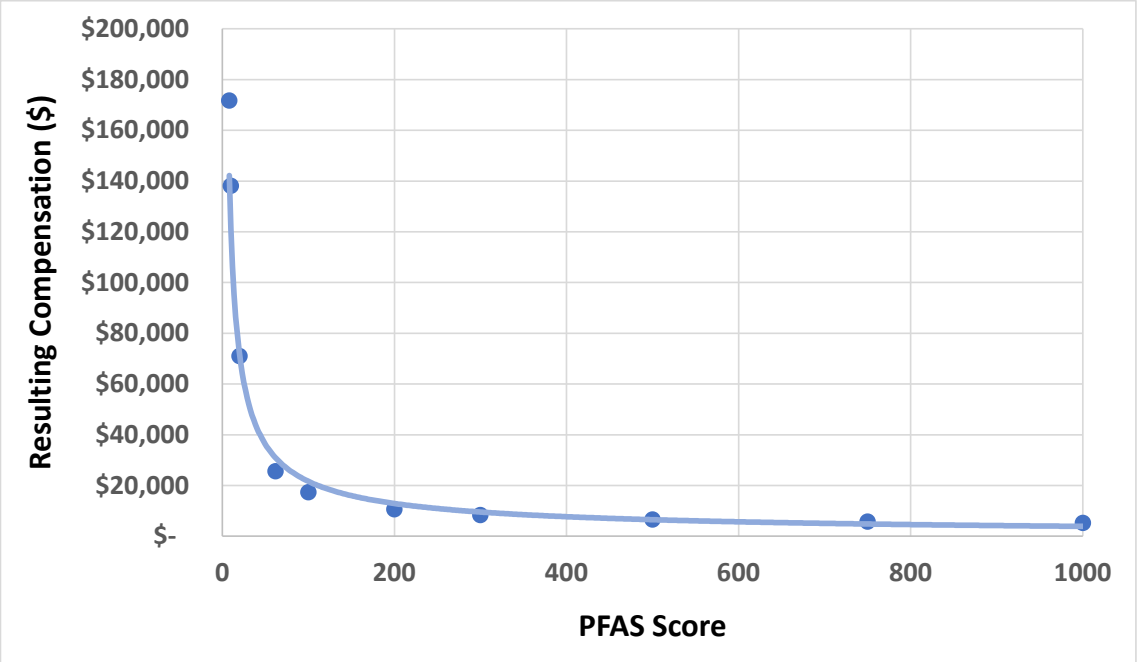


Figure 4 – PFAs Score vs its related compensation for PFAS Treatment System at 1497 GPM.

When the Base Score is calculated where the O&M Cost Component and Capital Cost Component are combined, a roughly 3-fold difference is obtained over the regulatory threshold of 4 ppt to 1000 ppt. Based on available information on PFAS this difference is reasonable. The results of this calculation are shown in the below example for the EPA WBS standard design system at 1494 GPM as a function of relative PFAS concentrations (Figure 5).

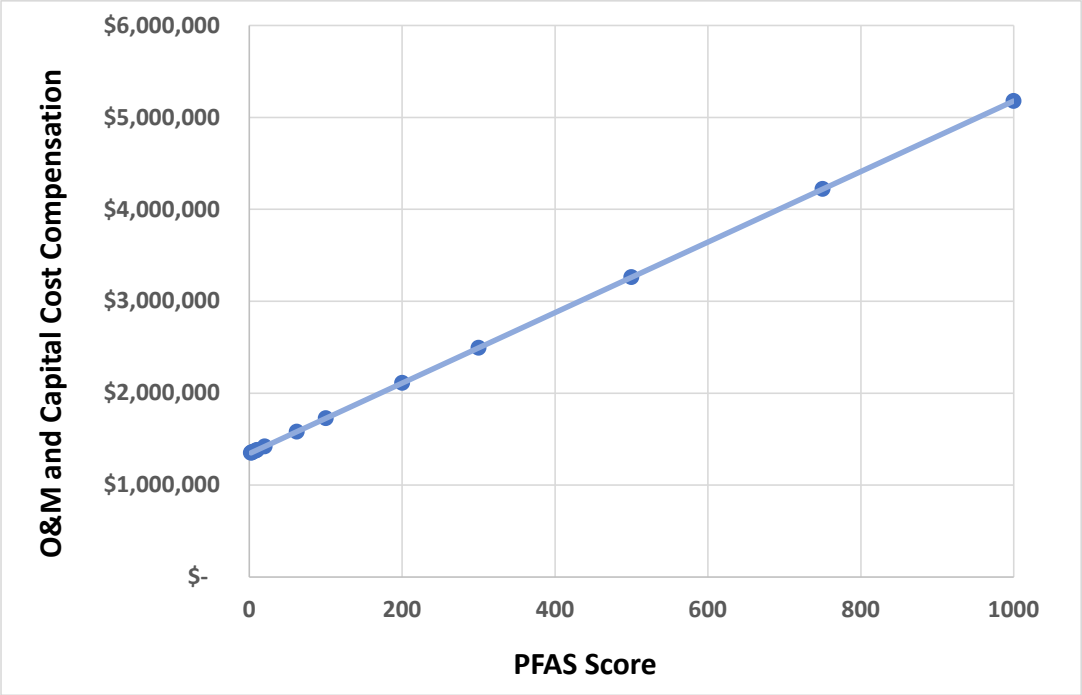


Figure 5. O&M and Capital Cost Component related to PFAS Score at EPAs Standard Design System (1497 GPM)

All the opinions stated above are all made to a reasonable degree of scientific certainty based on reasonable scientific principles, engineering principles, my education, professional experience, and review of available published studies and literature.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 7th day of July 2023, at Henderson, Nevada.

Prithviraj Chavan, Ph.D, PE, PMP
VP, National Wastewater and Reuse Technical Lead
Phone: 775-848-2672
Email:raj.chavan@atkinsglobal.com

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EXHIBIT 15

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF ROBERT MITZEL

I, Robert Mitzel, pursuant to 28 U.S.C. §1746, hereby declare as follows:

Qualifications

1. I am the President of TestAmerica Laboratories, Inc. d/b/a Eurofins TestAmerica. I am also the Scope President of Eurofins Environment Northern California LLC. I have over forty (40) years of experience in the environmental testing industry and have owned and operated my own environmental laboratory business for close to thirty (30) years prior to joining Eurofins.

2. My experience in the industry primarily revolves around innovation and development of methods involving the use of Isotope Dilution techniques. Examples of methods that have later become promulgated methods are EPA Method 8290, EPA Method 1613, and CARB Methods 428 and 429, to name a few.

3. I worked closely with the EPA on upcoming promulgated methods for PFAS analysis. I make this Declaration to describe the process by which Eurofins will provide Baseline Testing for Public Water Systems who are putative Settlement Class Members in the proposed Class Action Settlement, as such terms are defined in the Settlement Agreement and Allocation Procedures.

4. As explained in detail below, Eurofins is qualified and prepared to conduct Baseline Testing in a reasonable time and at reasonable cost for putative Settlement Class Members. Eurofins is well-equipped and staffed to analyze samples on a large-scale with a quick turnaround time. We have also agreed to provide special pricing to putative Settlement Class Members, reducing the cost significantly.

Background of Eurofins

5. The Eurofins Environment Testing (U.S.) group of companies operates a network of laboratories through independent affiliates. The worldwide Eurofins network of companies is the global leader in food, environment, pharmaceutical and cosmetic product testing and in discovery pharmacology, forensics, advanced material sciences and agroscience contract research services.

6. The worldwide Eurofins network of companies provides a portfolio of over 200,000 analytical methods so it can provide the best testing method for any particular application.

Eurofins Is a Leader in PFAS Analysis

7. The Eurofins Environment Testing (U.S.) group of companies (Eurofins) has among the largest instrument inventory in North America dedicated to PFAS analysis and has been a pioneer in the PFAS analysis industry. The Eurofins Environment Testing (U.S.) group of

companies can analyze over seventy-five (75) PFAS compounds at detection limits well below state and federal screening levels.

8. Eurofins' laboratories support methods 537.1, 533, ISO25101, 537M, Draft 1633, Draft 1621, CIC-TOF/AOF/EOF, FTOHs by GC/MS/MS, OTM-45, and are PFAS-compliant with Department of Defense (DOD)'s QSM Table B-15 and B-24.

9. The Eurofins' proprietary in-house methodology also provides all necessary validation and quality assurance/quality control (QA/QC) data to support the precision and accuracy of our methodology.

10. Eurofins laboratories hold accreditation for PFAS sampling in drinking water, non-potable water, solids and tissues in all states that offer this certification. Our Lancaster, Pennsylvania and Sacramento, California facilities maintain comprehensive accreditation through the Department of Defense (DoD ELAP) program and are ISO 17025 accredited. Eurofins operates multiple laboratory facilities in the United States, several of which specialize in PFAS analysis.

11. Eurofins is also very well-equipped to perform PFAS testing on a large scale. Since 2001, the network has performed several million analytical tests for PFAS in water.

12. In order to measure the levels of PFAS compounds in water samples, Eurofins laboratories utilize liquid chromatography/tandem mass spectroscopy (LC-MS/MS) analysis. Currently, Eurofins owns and maintains a fleet of over fifty (50) instruments. This fleet will be substantially increased in the coming months and will accommodate the requirements of Baseline Testing.

The Eurofins Environment Testing (U.S.) Group of Companies Are Well Qualified to Provide PFAS Testing, Analysis, and Support to Putative Settlement Class Members

13. Eurofins currently has dedicated ten (10) instruments solely to putative Settlement Class Members, with the ability to use others as needed. Given the number of laboratories, instruments and expertise, the Eurofins Environment Testing network in US is well credentialed to perform large-scale PFAS testing.

14. Although primary PFAS-testing locations are in Sacramento, California and Lancaster, Pennsylvania, the network is freeing up capacity at other major hubs by routing other PFAS samples to satellite laboratories.

15. Eurofins has developed a simple, streamlined process for the Baseline Testing program. The class action notice will provide information to putative Settlement Class Members that need assistance with PFAS sampling and allow them to request a sampling kit via a dedicated telephone number or a dedicated website. The website also provides instructional materials and videos specific to the Baseline Testing requirements.

16. Putative Settlement Class Members will be provided with a Baseline Testing sample kit upon request that includes two collection bottles per sample (for QA/QC) and an ice chest to return the water samples to the laboratory, along with packing instructions and a Chain of Custody (COC) form.

17. A sample identification number will be assigned to each collection bottle so that the COC is documented for each water sample. Each putative Settlement Class Member will also have the ability to arrange for the digital transmission of its sampling results from Eurofins directly to the Claims Administrator.

18. Baseline Testing will require minimal time from each putative Settlement Class Member, and the sample collection procedure is similar to the sample collection that each would perform as a part of its regular drinking water supply operations.

19. To prepare for the influx of samples to be analyzed, the Eurofins network of laboratories has assigned employees who will work specifically on the Baseline Testing program from the time the sample kits are ordered to the time the data is delivered. Processes for expedited shipment of sampling kits and expedited analysis and data review have also been prepared. Current capacity is in the order of two hundred (200) samples per day with the expectation to increase that capability to five hundred (500) samples per day in the coming months.

20. When samples are received, they will be run via an expedited workflow unique to this program. It is estimated that the PFAS results will be available within approximately five (5) days for each sample. In comparison, a typical turn-around-time (TAT) for PFAS sampling can be in the order of twenty-one (21) to twenty-eight (28) days. Results will be transmitted directly to the putative Settlement Class Member and the Claims Administrator to supplement the putative Settlement Class Member's Claims Forms.

21. Analytical results, COC, and quality control documentation will be retained for ten (10) years.

22. Additionally, given the vital national importance of this project, additional resources will be available to provide guidance and instructions on sampling on an as-needed basis to answer questions from any putative Settlement Class Member via telephone or online.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of July 2023, at Sacramento, California.

Robert Mitzel

EXHIBIT 16

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	))	Master Docket No.: 2:18-mn-2873-RMG
CITY OF CAMDEN, et al., *Plaintiffs,* *-vs-* E.I. DUPONT DE NEMOURS AND COMPANY (n/k/a EIDP, Inc.), et al., *Defendants.*	)))))))))))	Civil Action No.: 2:23-cv-03230-RMG

DECLARATION OF HUNTINGTON NATIONAL BANK IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT WITH DEFENDANTS THE CHEMOURS COMPANY, THE CHEMOURS COMPANY FC LLC, DUPONT DE NEMOURS INC. CORTEVA INC. AND EI DUPONT DE NEMOURS AND COMPANY N/K/A EIDP INIC., FOR CONDITIONAL CERTIFICATION OF THE PROPOSED SETTLEMENT CLASS, FOR APPROVAL TO NOTIFY THE SETTLEMENT CLASS, AND FOR RELATED RELIEF

I, Robyn Griffin, declare and state as follows:

1. I am Robyn Griffin at The Huntington National Bank ("Huntington"), the Escrow Agent retained in this matter. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of Settlement with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a "Settling Defendant" and collectively, the "Settling Defendants"), for Certification of the Proposed Settlement Class, for Approval to Notify the Settlement Class, and for Related Relief. The following statements are based on my personal knowledge and information provided to me by Interim Class Counsel and Huntington employees working under

my supervision and, if called upon to do so, I could and would testify competently thereto.

2. I have over 25 years' experience in the financial sector, holding officer positions at TD Bank, Citizens Bank, and as a financial advisor at Merrill Lynch. I have an M.B.A. from New York University's Stern School of Business and hold a B.A. from Rutgers University in Economics. More information about the experience of our full team is attached hereto as Exhibit A: Our Dedicated Team.

3. Huntington's National Settlement Team has over 20 years of experience acting as escrow agent on various cases. We have handled more than 4,500 settlements for law firms, claims administrators, and regulatory agencies. These cases represent over $70 billion with more than 180 million checks, including some of the largest settlements in U.S. history. Our team has acted as escrow agent for a significant portion of these cases.

4. Huntington Bancshares Incorporated is a regional bank holding company headquartered in Columbus, Ohio, with $189 billion of assets, a network of more than 1,000 full-service branches, and over 20,000 colleagues. Founded in 1866, The Huntington National Bank and its affiliates provide consumer, small business, commercial, treasury management, wealth management, brokerage, trust, and insurance services. Huntington also provides auto dealer, equipment finance, national settlement, and capital market services that extend beyond its core states.

5. Huntington is committed to diversity and inclusion. At the leadership level, our Board of Directors Community Development Committee, Executive Leadership Team, and our Diversity and Inclusion Strategic Council hold us accountable to our goal of a culture of inclusion. Our policy of affirmative action facilitates the placement of qualified women, minorities, individuals with disabilities, and veterans at all levels of the organization. Huntington has various

Business Resource Groups, which are colleague-driven groups organized around interests or specific diversity dimensions, which provide feedback to the organization with regard to initiatives and policies to foster inclusivity. Our Inclusion Councils are colleague-driven groups that seek to carry out our inclusion strategy by making a respectful and supportive environment a reality for all colleagues. We also support diversity in our vendor selection, as an inclusive supplier base has improved our understanding of the needs of the marketplace.

6. Our team was approached in late March, 2023, by Interim Class Counsel and offered the opportunity to submit proposals for the position of Escrow Agent in the potential PFAS-related settlements that were under discussion with the Settling Defendants. We submitted proposal materials and met with Interim Class Counsel and the Plaintiffs' settlement team to understand the project and scope of work. Although not all details were available, and Interim Class Counsel was mindful to respect the confidentiality of settlement negotiations, we felt confident that the Huntington National Settlement Team could serve in an Escrow Agent capacity for a PFAS-related resolution program, just as we have done in many other complex litigations and class action settlements.

7. Since the announcement of the settlement reached with the Settling Defendants, we have had the opportunity to review additional documentation. We remain confident in our ability to fulfill the duties outlined in the Master Settlement Agreement and accompanying exhibits.

8. I declare under penalty of perjury that the foregoing is true and correct.

Executed on this the 8th day of July, 2023 at Malvern, PA.

s/ 

Exhibit A

OUR DEDICATED TEAM

Chris Ritchie
Chris is the Executive Managing Director of Huntington Bank's National Settlement Team. He brings 35 years of banking experience with past positions held at JPMorgan Chase and Citizens Bank. Chris has an M.B.A. from Fordham University and a B.A. from Fairfield University. He is a Vice President of the Institute for Law & Economic Policy (ILEP). He served on the boards of the Philadelphia Bar Foundation and the Special Olympics of Pennsylvania. He also served as Conference Co-Chair, Class Action Money & Ethics Conference in New York (2018, 2019, and 2021), Distribution of Securities Litigation Settlements in San Francisco (2008) and in New York (2008 and 2010). He also served on the faculty of the Federal Judicial Center (FJC) Conference at Duke University in 2011.

Robyn Griffin
Robyn is a Senior Managing Director of Huntington Bank's National Settlements Team. She has over 25 years of experience in the financial industry, holding officer positions at TD Bank, Citizens Bank, and Merrill Lynch. Robyn holds an M.B.A. from the Stern School of Business, New York University and B.A. in economics from Rutgers University. She has also held Series 7 and Series 66 Insurance Licenses. She served as Executive Director of the National Association of Shareholder and Consumer Attorneys (NASCAT) and Membership Director for the Committee to Support the Antitrust Laws (COSAL). Robyn most recently served as National Conference Chair, Preventing Fraud in Settlement Funds (2022).

Rose Clark
Rose is a Vice President of Huntington Bank's National Settlement Team. Rose began her professional career at PNC Bank as a Treasury Management Sales Officer after receiving her B.A. in Finance from Temple University. Rose serves as the Communications Director for the Committee to Support Antitrust Laws. She recently joined the Board of Girls First, a non-profit after school program for young girls in the Philadelphia area as an Observing Board Member.

David Fitzsimmons

David is the President of Huntington Securities, Inc. He has been with Huntington Capital Markets since 2009 and has over 20 years of investment experience with past positions at National City Bank and PNC Capital Markets. He holds FINRA Series 7, 24, 63 & 66 licenses. David has an M.B.A. from Vanderbilt University and a B.A. from the University of North Carolina. He is Chairman of the Huntington Securities Board of Directors, and serves on the Capital Markets Risk Committee. Outside of work, David is involved in several local non-profit groups including Autism Speaks.