

Notice Administrator Angeion Group Announces Proposed Settlement in Aqueous Film-Forming Foams Product Liability Litigation Involving Public Water Systems

PHILADELPHIA, Sep. 12, 2023 /PR Newswire/- Angeion Group today announces a settlement has been reached with Defendant the 3M Company (3M) in a product liability class action lawsuit. Eligible claimants are all Active Public Water Systems in the U.S. that draw or otherwise collect from any Water Source that, on or before June 22, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and All Active Public Water Systems in the U.S. that, as of June 22, 2023, do not draw or otherwise collect from any Water Source that was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level and (i) are required to test for certain PFAS under U.S. EPA's UCMR-5, or (ii) serve more than 3,300 people, according to U.S. EPA's SDWIS data system.

“SDWIS” stands for the Safe Drinking Water Information System. All other capitalized terms have the same meaning as in the Settlement Agreement, available at www.PFASWaterSettlement.com.

Active Public Water System means a Public Water System whose activity-status is “Active” in SDWIS and 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 daily at least sixty (60) days out of the year. A “Public Water System” shall include any operator-controlled collection, treatment, storage, and distribution facilities and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. The term “Public Water System” refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of “Public Water System” be as broad, expansive, and inclusive as possible.

What does the Settlement provide?

3M has agreed to pay an amount not less than \$10,500,000,000 and not more than \$12,500,000,000, inclusive (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 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds. Each Class Member that has not excluded itself from the Settlement 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.

How do I get a payment from the Settlement?

You must timely 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, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claims Form are available on the Settlement Website www.PFASWaterSettlement.com. 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 3M separately if those Claims are within the scope of the Release.

What are my rights?

- Class Members have the right to submit a Claims Form, be evaluated for eligibility to participate in the Settlement, and have an award allocated to them upon confirmation of eligibility.
- Class Members have the right to do nothing; if you are a Class Member and do nothing, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this lawsuit.
- Class Members have the right to object to the Settlement and/or ask for permission to appear and speak at the Final Fairness Hearing, but only if you do so by **NOVEMBER 11, 2023**.
- Class Members also have the right to “opt out,” meaning to exclude themselves from the Settlement by **DECEMBER 11, 2023**. If you are a Class Member and do not exclude yourself, you will be bound by the Settlement and will give up any right to sue 3M in a separate lawsuit related to the Claims in this lawsuit. Complete information is available at www.PFASWaterSettlement.com.

The Court’s hearing.

The Court will hold a Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on February 2, 2024 at 10:00 a.m. EST. 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 Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether 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.

For more information, visit www.PFASWaterSettlement.com or call toll-free 1-855-714-4341.

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SOURCE: ANGEION GROUP