

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

IN RE: AQUEOUS FILM-FORMING FOAMS ) Master Docket No.:  
PRODUCTS LIABILITY LITIGATION ) 2:18-mn-2873-RMG

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CITY OF CAMDEN, et al., )

*Plaintiffs,* )

v. )

3M COMPANY, )

*Defendant.* )

Civil Action No.:  
2:23-cv-03147-RMG

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**JOINT MOTION TO AMEND THE PRELIMINARILY APPROVED 3M SETTLEMENT  
AGREEMENT AND THE PRELIMINARY APPROVAL ORDER**

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 (collectively, “Plaintiffs”), by and through Class Counsel, and with the consent of Defendant 3M Company (“3M”), move to amend the Settlement Agreement Between Public Water Systems and 3M Company (the “3M Settlement Agreement”) and the August 29, 2023 Order granting preliminary approval of the 3M Settlement Agreement (“Preliminary Approval Order”), as previously amended by the Court in relevant part on January 29, 2024. The grounds for this motion are as follows:

1. On July 3, 2023, Plaintiffs filed a Motion for Preliminary Approval of Class Settlement, for Certification of Settlement Class and for Permission to Disseminate Class Notice

(ECF No. 10) and the 3M Settlement Agreement (Ex. 2 to same, ECF No. 10-3).

2. On August 28, 2023, the Parties submitted a Consent Motion to Amend Exhibits to Motion for Preliminary Approval (ECF No. 59).

3. On August 29, 2023, the Court granted preliminary approval of the 3M Settlement Agreement, as revised. (ECF No. 65.)

4. Since granting preliminary approval, the Court has approved certain further amendments, supplements, and clarifications to the 3M Settlement Agreement. (ECF Nos. 71, 80, 87, 140, 144, 152.)

5. The 3M Settlement Agreement specifies, among other things, a process for requesting exclusion from the Settlement, as well as a deadline for withdrawing any such request (ECF No. 70-2, § 8.5).

6. On January 29, 2024, the Court granted the Parties' joint motion to clarify the procedure by which an Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion and to extend the deadline to do so until March 1, 2024 (ECF No. 191).

7. 3M, Class Counsel, and counsel for certain water systems are currently engaged in discussions relating to those systems' decisions to opt out of the Settlement and would benefit from a short additional extension of the deadline to withdraw Requests for Exclusion.

8. Accordingly, the Parties now move to extend the deadline by which an Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion until March 15, 2024.

9. Specifically, the Parties request that Paragraph 8.5 of the Settlement Agreement be revised so that the final sentence of that paragraph reads, "Any Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion at any time on or before March 15, 2024 and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions."

10. In connection with Parties' request to extend the deadline by which an Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion, the Parties also ask that Section VIII of the Preliminary Approval Order be amended to clarify the date as of which the stay and injunction issued by that Order shall no longer apply to Eligible Claimants that have opted out of the Settlement. The Parties provide the requested amended language in the Proposed Order accompanying this motion.

11. Accordingly, the Parties respectfully request that this Court grant this motion and enter an Order (i) amending Paragraph 8.5 of the Settlement Agreement and (ii) amending Section VIII of the Preliminary Approval Order as stated above.

Dated: February 28, 2024

Respectfully submitted,

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**[PROPOSED] ORDER GRANTING JOINT MOTION TO AMEND  
THE PRELIMINARILY APPROVED 3M SETTLEMENT AGREEMENT AND THE  
PRELIMINARY APPROVAL ORDER**

Before the Court is the Parties’ joint motion to amend the preliminarily approved settlement agreement and the preliminary approval order (Dkt. No. \_\_). The Parties seek to extend the deadline by which an Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion to March 15, 2024. For good cause shown, the Court GRANTS the Parties’ motion.

Paragraph 8.5 of the Settlement Agreement is amended as follows (amendment in italics):

**Opt Outs.** Any Eligible Claimant that wishes to opt out of the Settlement must serve a written, signed “Opt Out” statement designated “Request for Exclusion” on the Notice Administrator, the Special Master, the Claims Administrator, 3M’s Counsel, and Class Counsel in accordance with Paragraph 13.15. Any Request for Exclusion must be properly served by the deadline imposed by the Court. In seeking Preliminary Approval of this Settlement Agreement, the Class Representatives will ask the Court to set that deadline ninety (90) calendar days after the date the Notice is mailed. Any Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion at any time on or before *March 15, 2024* and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions.

Section VIII of the Court's August 29, 2023 Preliminary Approval Order (Dkt. No. 65) is amended as follows (amendment in italics):

**VIII. Stay and Injunction**

Pursuant to the Court's inherent authority to control its own docket and its powers under the All Writs Act, 28 U.S.C. § 1651, (a) all litigation in any forum or jurisdiction (whether federal, state, or otherwise) brought by or on behalf of any Eligible Claimant or Releasing Party and that asserts a Released Claim, and all Claims and proceedings therein, are hereby STAYED as to any Released Party, except as to proceedings that may be necessary to implement the Settlement, to remove an action to federal court, or to obtain transfer by the Judicial Panel on Multidistrict Litigation; and (b) all Eligible Claimants and Releasing Parties are ENJOINED from filing or prosecuting any litigation that asserts a Released Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Parties, provided however, that, after *March 15, 2024*, the stay and injunction shall not apply to any Person who has filed (and not withdrawn) a timely and valid Request for Exclusion and that the stay and injunction shall not apply to litigation brought by a State or the federal government. The foregoing stay and injunction shall remain in effect until the earlier of (a) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order Granting Final Approval, or (b) the termination of the Settlement Agreement in accordance with its terms.

**AND IT IS SO ORDERED.**

Charleston, South Carolina, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Richard M. Gergel  
UNITED STATES DISTRICT JUDGE