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*- TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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, California Water Service Company, City of Benwood, City of Brockton, City of Delray Beach, City of Freeport, City of Sioux Falls, City of South Shore, Coraopolis Water & Sewer Authority, Dalton Farms Water System, Martinsburg Municipal Authority, Township of Verona, and Village of Bridgeport, pursuant to Federal Rule of Civil Procedure 23 (a), (b) and (e), respectfully submit this Motion for: (1) preliminary approval of the proposed 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 and approval of its commencement; (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 Opt Out Administrator; (10) appointment of the Special Master; (11) the scheduling of Objection, Opt Out, and other deadlines; and (12) the scheduling of a Final Fairness Hearing.

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: April 26, 2024

Respectfully submitted,

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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 26th day of April, 2024 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

"Water is life, and clean water means health."

AUDREY HEPBURN

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I. INTRODUCTION

Plaintiffs have achieved another in a series of groundbreaking settlements to address 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 ("PWS") incurring substantial costs for testing and remediation/treatment to remove these chemicals before they reach their customers' taps. After years of litigation, the Tyco Defendants have agreed to pay $750 million to be distributed to Qualifying PWS pursuant to the terms of the Settlement.

Plaintiffs seek preliminary approval of the Class Action Settlement Agreement[2] between Class Plaintiffs ("Plaintiffs"), and Tyco Fire Products LP ("Tyco") and Chemguard, Inc. ("Chemguard") (collectively, "the Tyco Defendants")–a settlement that is intended to provide significant compensation for the Tyco Defendants' contribution to the largest Drinking Water contamination threat in history. With this filing, Plaintiffs move this Court to allow them to take a significant step towards helping PWS ameliorate this nationwide crisis.

Plaintiffs filed the present lawsuit against the Tyco Defendants on behalf of themselves and other members of the proposed Settlement Class alleging contamination of their Drinking Water 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 Tyco Defendants arising from PFAS contamination. In exchange for releasing those claims, the Tyco Defendants have agreed to pay, in installments, $750 million (the "Settlement Amount") into a Qualified Settlement Fund ("QSF") to be

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

distributed to Qualifying Class Members across the United States pursuant to the terms of the Settlement.[3] The Settlement Amount, inclusive of any interest that accrues thereon when deposited in the QSF, together comprise the "Settlement Funds."[4]

This remarkable Settlement with the Tyco Defendants is the culmination of years of intense, full-throttled litigation against all the manufacturers of AFFF. With a full assessment of the risks of trial and continued and prolonged litigation, the parties commenced confidential, informal settlement negotiations in early 2022. The parties spoke sporadically throughout spring 2022, then again in the fall and—significantly—increasingly so after the issuance of the Court's Order denying dismissal under the government contractor defense in September 2022.[5] In October 2022, the Court appointed a Mediator, the Honorable Layn Phillips (ret.), which helped spur the discussions forward, specifically and in particular with the Tyco Defendants' insurers. The parties continued their discussions throughout 2023, particularly in light of the water provider settlements announced with 3M and DuPont in the summer of 2023, discussions which were markedly accelerated in the spring of 2024. Judge Phillips conducted negotiations via in-person meetings, virtual meetings, and numerous telephonic sessions to maintain the discipline necessary to accomplish this historic resolution. By all accounts, the negotiations were hard fought. Notwithstanding the sometimes-extreme adversarial postures presented by the parties, the oversight provided by this Court, along with the steady guidance offered by Judge Phillips, steered the adverse parties into reaching the compromises that are memorialized in the Settlement Agreement dated April 12, 2024.

Plaintiffs and proposed Class Counsel—Scott Summy of Baron & Budd, Michael London of Douglas & London, P.C., Paul Napoli of Napoli Shkolnik, and Joseph Rice of Motley Rice LLC—

[3] S.A. §§ 2.61, 3.1, 3.3, 6.1, 11.
[4] S.A. §§ 2.64, 3.1, 3.3.
[5] ECF 2601. Unless otherwise noted, all ECF references herein are to the MDL docket, No. 2:18-mn-2873-RMG.

believe the Settlement to be 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.[6] 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 approving the proposed Settlement; (2) preliminarily certifying, for settlement purposes only, the Settlement Class; (3) approving the form of Notice; (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 Opt-Out Administrator; (10) appointing the Special Master; (11) appointing the Escrow Agent and approving the Escrow Agreement; (12) establishing a Qualified Settlement Fund; (13) scheduling the Final Fairness Hearing; and (14) ordering a stay of all proceedings brought by Releasing Parties in the MDL and other Litigation in any forum as to the Tyco Defendants and an injunction against the filing of any such new proceedings. *See* Ex. 1.

II. STATEMENT OF THE CASE

Plaintiffs' claims against the Tyco Defendants arise from the contamination of PWS Drinking Water with PFAS, a family of chemical compounds that includes perfluorooctanoic acid ("PFOA"),

[6] Fed. R. Civ. P. 23(e).

among other compounds. PFAS are not naturally occurring compounds; rather, they are stable, man-made chemicals. They are highly water soluble and persistent in the environment, and because of this, they 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") that supply Drinking Water to the public, where they remain until remediated or filtered out.[7]

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 continued to impose stricter regulations and guidelines for PWS as it applies to their Drinking Water—including the Third Unregulated Contaminant Monitoring Rule ("UCMR-3") requiring certain PWS across the country to monitor for PFOA between 2013 and 2015, and the Fifth Unregulated Contaminant Monitoring Rule ("UCMR-5") requiring all PWS nationwide that serve populations over 3,300 persons, as well as a representative sampling of PWS 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. 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 ("SDWA")[8] for PFOA and PFOS at 4 parts per trillion ("ppt") individually, which would require additional monitoring and remediation by Class Members. Most recently, on April 10, 2024, the EPA finalized the enforceable MCL of 4 ppt for PFOA and PFOS in public Drinking Water supplies.[9]

As a result of both growing public awareness about the dangers of PFAS and the EPA regulations,

[7] 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 April 25, 2024).
[8] *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 April 26, 2024).
[9] EPA, Per- and Polyfluoroalkyl Substances (PFAS) Final PFAS National Primary Drinking Water Regulation, available at https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas (last accessed April 23, 2024). EPA also set MCLs of 10 ppt each for PFHxS, PFNA, and HFPO-DA; mixtures containing two or more of these are limited by a Hazard Index.

PWS across the country began to test for the presence of PFAS in their Drinking Water. Many PWS 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 newly announced and now enforceable MCLs, many more PWS with Impacted Water Sources that have tested positive for PFAS will be required to take similar actions to limit the levels of PFAS in their Drinking Water. To this end, because most PWS do not have filtration systems capable of filtering PFAS, many will have to spend significant amounts of money on capital investments and operation and maintenance expenses for filtration systems that can meet these new standards.

Tyco is the successor-in-interest of The Ansul Company ("Ansul"), which it acquired in 1990. Ansul had been manufacturing and/or distributing and selling AFFF since approximately 1975, and upon its acquisition by Tyco, Tyco continued to manufacture, distribute and sell AFFF which contains chemicals that downgrade to PFOA. Tyco also acquired Chemguard in 2011, which had been selling AFFF since approximately 1988, and Tyco continues to sell Chemguard AFFF products through its Chemguard Specialty Chemicals division. Tyco and its predecessor Ansul have qualified thirteen "Ansulite," "AFC," or "Ansul AFFF" MilSpec products to the Department of Defense's Qualified Products List since 1976. Plaintiffs allege, as supported by volumes of documents, deposition testimony and scientific evidence, that at all relevant times the Tyco Defendants knew that their PFAS would never break down in the environment and would end up in the water sources that supply the public's Drinking Water.

III. PROCEDURAL HISTORY

A. The AFFF MDL

As evidence emerged showing the environmental prevalence and persistence of PFAS, municipalities, private companies, and individuals all brought actions against the Tyco Defendants and

other manufacturers of AFFF and/or PFAS for damages arising from actual or threatened contamination of Drinking Water with PFAS. A majority, but not all, of these actions have included allegations relating to AFFF's impact on the environment. Relevant here are the claims that have been brought against the Tyco Defendants by PWS, which generally allege that for any Impacted Water Source, remedial action is needed to remove these chemicals 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.[10] Within a few months of this consolidation, the Court appointed Plaintiffs' and Defendants' leadership via CMOs 2 and 3, and the parties began discovery in earnest. Eventually, all four proposed Class Counsel—Scott Summy, Michael A. London, Paul Napoli and Joseph Rice—were appointed Co-Lead Counsel over the entire leadership committee.[11]

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 could 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.[12] Thus, within a mere ten (10) months of the JPML's Transfer Order, the parties were well along in developing their arguments, and Plaintiffs in gathering supporting evidence on critical elements of each of their causes of action.

Since its inception, the MDL has largely proceeded on two parallel tracks—one addressing

[10] *In re Aqueous Film-Forming Foams Prods. Liab. Litig.,* 357 F.Supp.3d 1391, 1392 (J.P.M.L. 2018).
[11] *See* CMO 2 and ECF 3602. In support of this motion, attached hereto as Exhibits 3, 4, 5 and 6 are the Declarations of Scott Summy, Michael London, Paul Napoli, and Joseph Rice, respectively.
[12] *See* Science Day Order dated July 24, 2019 (ECF 157); Notice of Hearing dated September 9, 2017 (ECF 275); and Minute Entry dated October 4, 2019 (ECF 358).

defendants' general liability, including 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.[13] As noted, the first track focused on certain general discovery regarding the liability of the MDL defendants, including the Tyco Defendants, and their bases for asserting the government contractor defense. Over a two-plus year 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[14]—thereby paving the way for Plaintiffs to tell the liability story of each defendant, including the Tyco Defendants, to a jury.

The second track focused on selecting a pool of representative bellwether PWS cases and completing the necessary case-specific discovery to winnow them down to a subset of cases for jury trials. 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.[15] Trial was scheduled to begin on June 5, 2023, but was later adjourned to allow 3M—the sole remaining trial defendant in the *Stuart* case—to continue negotiating a potential resolution with Plaintiffs. Settlements of the water provider cases were announced

[13] *See* CMOs 13-13A, 16-16D, 19-19G, 27A-G.
[14] *In re Aqueous Film-Forming Foams Prods. Liab. Litig.*, 2022 U.S. Dist. LEXIS 168634 (D.S.C. Sep. 16, 2022).
[15] *See* Order dated September 23, 2022 (ECF 2613). *See also* Summary Judgment Order dated March 27, 2023 (Case No. 2:18-cv-03487, ECF 241); *Daubert* Order dated May 2, 2023 (ECF 3059); Summary Judgment Orders dated May 5, 2023 (ECFs 3081 and 3082); and Summary Judgment Order dated May 18, 2023 (ECF 3142).

shortly thereafter with settling defendants 3M and DuPont-related entities (herein, "DuPont").

Prior to the adjournment of the *Stuart* 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 effort.[16] Forced to confront the crucible of trial, 3M instead agreed to pay up to $12.5 billion to resolve its liability by settling on a classwide basis, and DuPont $1.185 billion, to resolve PWS' claims for PFAS-contaminated Drinking Water—a truly historic outcome, each the largest clean drinking water settlement in history at the time of their respective announcements.

Following the resolutions with 3M and DuPont, and the stay of the *Stuart* trial, the MDL Court issued Orders pivoting the focus of the litigation to the remaining non-settling defendants, including the Tyco Defendants and other "Telomer Defendants," so named because they utilized the telomerization process to manufacture the fluorosurfactants used in their AFFF.

Prior to the MDL Court initiating the Telomer bellwether program, the Tyco Defendants had always maintained that they had little to no risk due to the difficulty of proving it was their PFOA in anyone's water supply. This defense was premised on the following reasons: (1) 3M manufactured 90% of the PFOA in the world; (2) there was no way to identify PFOA from Tyco's AFFF as compared to PFOA from other manufacturers and the numerous other consumer products that could be the source of contamination; and (3) Tyco's market share was much smaller than 3M, so locating places contaminated with Tyco's AFFF was much more difficult and rare across the nation. With the Court's guidance, the parties negotiated, and the Court entered, CMO 27, which designated a second round of water provider

[16] Declaration of Michael London ("London Dec."), Ex. 4 at ¶¶ 17-19.

cases to be worked up as Telomer bellwether cases. Like CMO 13 (the original water provider bellwether CMO), those cases were discovered and worked up in two tiers.

Starting with the entry of CMO 27 on September 12, 2023,[17] the PEC commenced prosecuting four (4) water provider cases involving telomer-based AFFF through the Tier One discovery process. Those cases were the *Village of Farmingdale v. 3M Company et al*. (No. 2:19-cv-00564), the *City of Watertown v. 3M Company et al*. (No. 2:21-cv-01104) ("*Watertown*"), the *Southeast Morris County Municipal Utilities Authority v. 3M Company et al*. (No. 2:22-cv-00199) ("*SMCMUA*"), and the *Bakman Water Company v. 3M Company et al*. (No. 2:19-cv-02784). Tier One discovery of those cases involved extensive document discovery, responses to propounded discovery requests and depositions of the Plaintiff representatives.

This was followed by a paring down of the cases to two cases to go through Tier Two discovery. The parties presented to the Court their competing Tier Two proposals on December 5, December 6 and December 7, 2023.[18] On December 19, 2023, the Court issued CMO 27D which selected the final two cases for Tier Two Discovery, the *Watertown* and *SMCMUA* cases.[19] Trial was scheduled for September 23, 2024, per CMO 27E issued on February 6, 2024.[20]

The Tier Two Telomer bellwether discovery was unrelenting. In a matter of approximately seventy-five (75) days, both cases went through tremendous discovery that ordinarily would have taken two or more years. There were several multi-day field sampling events with both the Plaintiffs and Defendants experts that included groundwater sampling, soil sampling and pore water sampling. There were site investigations at airports, fire training centers, and each and every water supply well, all of which had to be coordinated by and attended to by counsel for the Plaintiffs. Additionally, several dozen

[17] ECF 3665.
[18] ECFs 4152, 4153, 4179, 4187.
[19] ECF 4275.
[20] ECF 4464.

subpoenas were served on third parties in the Tier Two cases, almost all of which provided responsive documents that had to be reviewed and developed further. Perhaps most impressive, over twenty (20) fact depositions were conducted in Tier Two, all of which required significant preparation and effort by some of the most skilled litigators in the country for these types of groundwater contamination cases.

The Telomer bellwether process brought to bear the same formidable forces of Plaintiffs' leadership that pushed DuPont and 3M to the brink onto the Tyco Defendants and the other Telomer Defendants.[21] During Tier Two discovery, Plaintiffs were also simultaneously working on expert reports which were due only 21 days after the close of fact discovery. Through the unparalleled efforts of Plaintiffs' counsel in both the *Watertown* and the *SMCMUA* cases, it became readily apparent to the Tyco Defendants that they faced significant risk should either of the cases proceed to trial.[22] This risk ultimately led to the Settlement currently pending before the Court.[23]

B. <u>The Mediation and Settlement</u>

In January 2022, the parties began informal discussion of the potential for resolution.[24] While such discussions were taking place, the litigation continued unabated against the Tyco and Telomer Defendants, with respect to general liability and advancement of the government contractor defense, and the discovery of the bellwether cases—including, ultimately, the designation of the *Stuart* case as the initial trial selection, which was being aggressively prepared for a June 5, 2023 trial.[25] On October 26, 2022, Judge Phillips was appointed as the Court-appointed Mediator to oversee the settlement discussions,[26] and he and his team oversaw almost a year and a half of intense and at times combative

[21] London Dec., Ex. 4 at ¶¶ 18-21.
[22] *Id.*
[23] *Id.*
[24] Declaration of Scott Summy ("Summy Dec."), Ex. 3 at ¶¶ 9-10.
[25] London Dec., Ex. 4 at ¶¶ 14-21.
[26] CMO 2B.

mediation.[27] These included in-person mediations with the Tyco Defendants in New York and Washington, D.C., 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.[28]

The parties were also encouraged to meet separately and did, in fact, do so through in-person meetings in various cities (New York and Washington D.C.), virtual meetings and telephonic calls.[29] And like the sessions with Judge Phillips and his team, these meetings were conducted on weekdays, weekends, including multiple in-person and virtual sessions that went well into the night.[30] After more than a year and a half of mediation, the efforts of the negotiating team, assisted by the Court, Judge Layn Phillips and the pressures of an impending trial, reached fruition on April 12, 2024, when the parties announced that they had reached a Settlement Agreement.[31]

From the outset, the Tyco Defendants had made it clear that they—much like their predecessor settling defendants, 3M and DuPont—would only settle PWS claims on a national class basis to obtain as much closure as legally possible.[32] As a result, in these negotiations, all four Co-Lead Counsel served as Interim Class Counsel,[33] and the parties began to focus their efforts on class structure, the identification of Class Members and, ultimately, on allocation.[34]

As part of the negotiations, the parties contemplated that the Class Members would be only those PWS with a current detection in at least one of their water sources. The proposed Settlement Class as

[27] Attached hereto as Exhibit 7 is the Declaration of Judge Layn Phillips ("Judge Phillips Dec.").
[28] Summy Dec., Ex. 3 at ¶ 17; London Dec., Ex. 4 at ¶ 21; Judge Phillips Dec., Ex. 7 at ¶¶ 13-14.
[29] London Dec., Ex. 4 at ¶ 21.
[30] *Id*.
[31] Summy Dec., Ex. 3 at ¶ 22.
[32] *Id.* at ¶ 11; London Dec., Ex. 4 at ¶ 22.
[33] In the same CMO in which the Court appointed Judge Phillips as mediator (CMO 2B), the Court also granted the then-three Co-Lead Counsel unequivocal and exclusive authority to engage in such negotiations (ECF 2658).
[34] Summy Dec., Ex. 3 at ¶ 11.

ultimately negotiated by the parties includes every active PWS in the U.S. that has one or more Impacted Water Sources as of May 15, 2024, where "Impacted Water Source" means a water source, as such term is defined in the Settlement Agreement, with a measurable concentration of PFAS.

Following the March 12, 2024 mediation, during which the parties confirmed their agreement to all material terms and conditions and committed to the execution of the Settlement Agreement, the drafting teams, with the assistance of Judge Phillips, worked around the clock to finalize the Settlement Agreement and supporting exhibits.[35] On April 12, 2024, the Settlement Agreement was signed by the parties,[36] and the Settlement was publicly announced by the Tyco Defendants through a press release.

As discussed herein, this Settlement provides direct and significant benefits to PWS that have detected PFAS in their Drinking Water, allowing them to access compensation for the capital investments and operation and maintenance costs associated with PFAS treatment.[37] By providing these benefits, the many risks and delay associated with further litigation are also eliminated.

C. The Class Action Complaint

On April 22, 2024, Plaintiffs filed a Class Action Complaint against the Tyco Defendants on behalf of themselves and all other similar situated PWS, seeking damages for: (1) the costs of testing and monitoring of the ongoing contamination of their Drinking Water well 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/or (4) the costs of complying with any applicable regulations requiring additional measures.[38]

The Complaint identifies each Class Representative, defines the Settlement Class, and states the

[35] London Dec., Ex. 4 at ¶ 21; *see also generally* Judge Phillips Dec., Ex. 7.
[36] S.A., attached hereto as Exhibit 2.
[37] S.A. § 5.1.
[38] *Compl.* at ¶ 14; *see also* Prayer for Relief, *Compl.* at p. 39.

claims intended to become Released Claims and concluded by the Final Judgment.[39] All issues identified in the Complaint have been extensively litigated through this MDL.

IV. MATERIAL TERMS OF THE PROPOSED SETTLEMENT

A. Consideration

The Tyco Defendants have agreed to pay or cause to be paid, in installments, $750 million (the "Settlement Amount") in exchange for receiving releases, covenants not to sue, and dismissals from Class Members.[40] The Tyco Defendants will pay the first installment of $250 million within ten (10) calendar days of an Order Granting Preliminary Approval, but in any event no earlier than May 28, 2024 (the "First Payment").[41] The Tyco Defendants will then pay the remainder of the Settlement Amount in at least one, and potentially several, separate installments, in accordance with the Settlement Agreement's Payment Schedule. The last of such installments will be within six (6) months of an Order Granting Preliminary Approval, but in any event no earlier than October 15, 2024.[42]

B. Proposed Settlement Class Definition

The proposed Settlement Class includes "Every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024."[43]

In defining the proposed Settlement Class, the parties adopted definitions consistent with those promulgated by the EPA in the SDWA, the act established by the EPA to provide Drinking Water standards for certain contaminants which, as of today, include PFAS. As defined in the Settlement Agreement, a "Public Water System" is "a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15)

[39] *Id*. at ¶¶ 18-54, 87-88; *see also* listed Causes of Action and Prayer for Relief, *Id.* at pp. 23, 26-28, 30, 32, 34-35, 37 and 39.
[40] S.A. §§ 2.61, 3.1, 6.1.
[41] *Id.*; *see also* Ex. 2-H (the "Payment Schedule").
[42] Ex. 2-H.
[43] S.A. § 5.1.

service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year[.]"[44] A PWS "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."[45] In addition, "Water Source" is defined as "a groundwater well, a surface water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water and the raw or untreated water that is thus drawn or collected."[46]

Excluded from the definition of the proposed Settlement Class are: (a) the City of Marinette Waterworks, denoted as Water System ID "WI4380395" in SDWIS;[47] (b) any PWS that is owned by any state government and cannot sue or be sued;[48] (c) any PWS that is owned by the federal government and cannot sue or be sued;[49] and (d) any privately-owned well that provides water only to its owner's (or its owner's tenant's) individual household and any other system for the provision of water for human consumption that is not a PWS.[50] The proposed Settlement Class comprises over 5,000 PWS.[51]

C. Establishment of a Qualified Settlement Fund and Payment by the Tyco Defendants

The Settlement Amount is to be deposited by the Tyco Defendants into a QSF to be administered by the Court-appointed Escrow Agent.[52] Together, all payments made by the Tyco Defendants into the QSF, inclusive of any interest that accrues thereon, make up the Settlement Funds.[53] Once payments are

[44] *Id.* at § 2.49.
[45] *Id.*
[46] S.A. § 2.77.
[47] *Id.* at § 5.1-A.
[48] *Id.* at § 5.1-B
[49] *Id.* at § 5.1-C.
[50] *Id.* at § 5.1-D.
[51] Declaration of Rob Hesse ("Hesse Dec."), Ex. 12 at p. 3.
[52] *Id.* at §§ 2.50, 2.61, 3.1, 6, 7; *see also* Escrow Agreement, Ex. 2-C.
[53] S.A. at §§ 2.64, 3.1.

made by the Tyco Defendants in accordance with the Settlement Agreement, the Tyco Defendants shall have no liability whatsoever with respect to the Settlement Funds.[54]

If the Settlement terminates for any reason, the Tyco Defendants are entitled to a refund of the amount paid into the QSF (including any interest accrued thereon), less their share of the Notice, administrative, and any similar Court-approved costs actually paid or due and payable from the QSF as of the date on which the Escrow Agent receives the Tyco Defendants' written notice of termination.[55]

D. Court Appointments

The Settlement Agreement contemplates the Court's appointment of five independent neutral third parties to administer the Settlement: (1) a Notice Administrator;[56] (2) a Claims Administrator;[57] (3) an Opt Out Administrator;[58] (4) a Special Master;[59] and (5) an Escrow Agent.[60] All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, the Claims Administrator, the Opt Out Administrator, the Special Master and the Escrow Agent—including the fees, costs, and expenses of the Notice Administrator, Claims Administrator, Opt Out Administrator, Special Master or Escrow Agent—shall be paid from the Settlement Funds.[61] This motion requests their appointment.

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.[62] Angeion is a class action

[54] *Id.* at §§ 3.1, 6.1.
[55] S.A. at § 9.13.
[56] *Id.* at §§ 2.37, 8.1-8.2.
[57] *Id.* at §§ 2.9, 8.3-8.4.
[58] *Id.* at §§ 2.41, 8.5-8.6.
[59] *Id.* at §§ 2.65, 8.7-8.8.
[60] *Id.* at §§ 2.23, 7.1.2-7.1.4; *see also* Escrow Agreement, Ex. 2-C.
[61] S.A. §§ 6.3, 8.2.6, 8.4.7, 8.6.7, 8.8.8, 8.9.
[62] *Id.* at 8.1; *see also* Declaration of Steven Weisbrot ("Weisbrot Dec."), Ex. 8.

notice and claims administration firm, and Mr. Weisbrot is its President and Chief Executive Officer.[63] Mr. Weisbrot has been responsible for the design and implementation of hundreds of court-approved programs.[64] He currently serves as the Notice Administrator in the 3M and DuPont PWS Settlements.[65]

In his capacity as Notice Administrator, Mr. Weisbrot will be responsible for providing Notice to all potential Eligible Class Members pursuant to the Notice Plan, discussed in Section IV(E)(2), *infra*,[66] which mandates that Notice dissemination begin no later than 14 days after Preliminary Approval.[67]

2. Claims Administrator

The Settlement Agreement also provides for the engagement, subject to Court approval, of Dustin Mire of the Eisner Advisory Group ("EisnerAmper") as the Claims Administrator.[68] Mr. Mire is a partner with EisnerAmper and, in this role, he is responsible for the operations of EisnerAmper's settlement administration programs.[69] Mr. Mire currently serves as Claims Administrator for the 3M and DuPont PWS Settlements.[70]

As the Claims Administrator, Mr. Mire will be primarily responsible for administration of the proposed Settlement, which includes: (1) reviewing, analyzing, and approving submitted Claims Forms, including all supporting documentation, to determine if the submitting entity falls within the definition of a Qualifying Class Member and if the information provided is complete; and (2) allocating and overseeing the distribution of the Settlement Funds fairly and equitably amongst all Qualifying Class

[63] Weisbrot Dec., Ex. 8 at ¶ 1.
[64] *Id.* at ¶ 5.
[65] ECFs 4543, 4754.
[66] S.A. §§ 2.38, 8.2, 9.2; *see also* Notice Plan, Ex. 2-E.
[67] S.A. § 9.2.1; *see also* Ex. 2-E.
[68] S.A. § 2.9, 8.3; *see also* Declaration of Dustin Mire ("Mire Dec."), Ex. 9.
[69] Mire Dec., Ex. 9 at ¶ 1.
[70] ECFs 4543, 4754.

Members in accordance with the Allocation Procedures.[71] Mr. Mire will also be responsible for maintaining the Settlement Website and toll-free hotline as discussed in the Notice Plan.[72]

3. Opt Out Administrator

The Settlement Agreement further provides for the engagement, subject to Court approval, of Edward J. Bell of Rubris, Inc., as the Opt Out Administrator.[73] Mr. Bell is the Chief Executive Officer of Rubris and leads complex litigation administration services by building software platforms for sophisticated data management and analytics.[74] Mr. Bell's role will be to process and report on Requests for Exclusion, or "Opt Outs," received, as well as processing and reporting on any withdrawals of same.[75]

4. Special Master

The Settlement Agreement provides for the engagement, subject to Court approval, of Matthew Garretson of Wolf/Garretson LLC as the Special Master.[76] Mr. Garretson is the co-founder of Wolf/Garretson LLC, and for more than 25 years, he has been designing and overseeing claims processing operations for settlement programs in litigations involving product liability and environmental hazard claims.[77] Mr. Garretson currently serves as Special Master in the 3M and DuPont PWS Settlements.[78]

Generally, Mr. Garretson's role will be to supervise the Settlement, which includes overseeing the work of the Notice Administrator, the Claims Administrator, and the Opt Out Administrator.[79] Mr.

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[71] S.A. §§ 2.9, 8.4; *see also* Ex. 2-A, *generally* and Mire Dec., Ex. 9.
[72] Mire Dec., Ex. 9 at ¶ 11; *see also* Ex. 2-E.
[73] S.A. §§ 2.41, 8.5.
[74] Declaration of Edward Bell ("Bell Dec."), Ex. 10 at ¶ 1.
[75] S.A. § 8.6.
[76] *Id.* at §§ 2.65, 8.7-8.8; *see also* Declaration of Matthew Garretson ("Garretson Dec."), Ex. 11.
[77] Garretson Dec., Ex. 11 at ¶ 1.
[78] ECFs 4543, 4754.
[79] S.A. §§ 2.65, 8.8.

Garretson will also provide quasi-judicial intervention if and/or when necessary.[80]

5. Escrow Agent

Finally, the Settlement Agreement proposes that Robyn Griffin of Huntington National Bank serve as the Escrow Agent, whose duties are set forth in the Escrow Agreement.[81] 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 5,500 settlements for law firms, claims administrators and regulatory agencies.[82] Ms. Griffin currently serves as the Escrow Agent for the DuPont PWS Settlement, while her Huntington National Bank colleague Christopher Ritchie currently serves as the Escrow Agent for the 3M PWS Settlement.[83]

As the Escrow Agent, Ms. Griffin 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; (3) receiving, depositing and disbursing funds from the QSF pursuant to the terms of the Settlement Agreement; and (4) investing the funds.[84]

E. Notice of Settlement

1. Identification of Potential Class Members

Proposed Class Counsel retained Rob Hesse, an environmental consultant, to assist in identifying potential Eligible Claimants through publicly available information—namely, those active PWS that meet the Class definition and have tested positive for PFAS contamination—and to devise a Class List of potential Eligible Claimants for the dissemination of Notice.[85]

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[80] *Id*.
[81] S.A. §§ 2.23, 7.1.2; *see also* Escrow Agreement, Ex. 2-C.
[82] *See* National Settlement Funds, Huntington National Bank, available at https://www.huntington.com/Commercial/industries/settlement-funds-services (last accessed April 26, 2024).
[83] ECFs 3603, 3888.
[84] S.A. § 7.2; *see also* Escrow Agreement, Ex. 2-C.
[85] Summy Dec., Ex. 3 at ¶¶ 12-13; *see also* Hesse Dec., Ex. 12 at pp. 1-4.

As Mr. Hesse attests in his Declaration, each PWS in the United States is a permitted entity that is regulated by the EPA.[86] The EPA assigns a unique identification number called a "PWSID" to each PWS and maintains a centralized database that contains an inventory of all PWS in America.[87] This database, called the Safe Drinking Water Information System ("SDWIS"), is regularly updated with classifying information about all PWS, such as the population served, activity status, owner type and primary Water Source. It also contains administrative contact information for each PWS.[88] Not every PWS in the SDWIS is an Eligible Claimant; rather, only a smaller subset of PWS falls within the Settlement Class definition based on whether or not the PWS has a PFAS detection before May 15, 2024, as defined in the Settlement Agreement, as well as on certain other size and classification characteristics.[89]

Of course, the Class List is illustrative only.[90] 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 Protocol.[91]

2. The Notice Plan

Mr. Weisbrot intends to employ the following methods to provide Notice to each Class Member: (1) mailed Notice; (2) reminder postcard; (3) emailed Notice; (4) personalized outreach; (5) publication Notice; (6) digital Notice; (7) paid search campaign; (8) press release; (9) Settlement website; and (10) toll-free telephone support.[92]

The Notice Plan will employ both a Long Form Notice and Summary Notice. The Long Form

[86] Hesse Dec., Ex. 12 at p. 2.
[87] *Id.* at pp. 1-2.
[88] *Id.* at p. 2.
[89] *Id.* at pp. 1-2; *see also* S.A. § 5.1.
[90] Hesse Dec., Ex. 12 at p. 3.
[91] *See generally* Allocation Procedures, Ex. 2-A.
[92] *See generally* Exs. 2-D (Long Form Notice), 2-E (Notice Plan), and 2-F (Summary Notice); *see also* Weisbrot Dec., Ex. 8 at ¶¶ 12-30.

Notice: (1) advises Class Members 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 Class Members of their right to both object to and opt out of 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 a Class award of attorneys' fees and costs, to be paid from the Qualified Settlement Fund, in lieu of the Common-Benefit Holdback Assessment provided for under CMO 3.[93] The Summary Notice is a condensed version of the Long Form Notice.[94]

It is Mr. Weisbrot's professional opinion, based upon his extensive qualifications and that of his firm, 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.[95]

F. Allocation of Settlement Funds to Qualifying Class Members

The Settlement provides that the Settlement Funds will be divided among Qualifying Class Members. Qualifying Class Members will be allocated awards from the Settlement Funds, subject to the requisite fees, costs and holdbacks as set forth in the Settlement Agreement and Allocation Procedures.[96] A Class Member will neither be allocated nor receive its share of the Settlement Funds unless it timely submits a complete Claims Form. The Settlement Funds will then be allocated among Qualifying Class Members by the Court-appointed Claims Administrator, under the oversight of the Court-appointed Special Master, in accordance with the Allocation Procedures.[97]

The Allocation Procedures are a significant aspect of the Settlement. These Procedures are the

[93] Ex. 2-D; *see also* S.A. § 9.10.
[94] Ex. 2-F.
[95] Weisbrot Dec., Ex. 8 at ¶¶ 12, 38-39.
[96] S.A. §§ 2.5, 3.3, 6.1, 8.4, 8.10; *see also* Allocation Procedures, Ex. 2-A.
[97] *Id.*

culmination of a tremendous effort by both proposed Class Counsel and the Tyco Defendants to develop a protocol to fairly, reasonably, and adequately allocate the Settlement Funds to Qualifying Class Members. As part of this massive effort, proposed Class Counsel engaged two highly qualified experts—Dr. J. Michael Trapp[98] and Dr. Prithviraj Chavan[99]—to provide their expertise and technical support to develop an objective formula that can score a Qualifying Class Member's Impacted Water Source(s) using factors considered when calculating the real-world costs for the installation of PFAS treatment systems. After applying the mathematical formula, the Impacted Water Source scores can be used to allocate the Settlement Amount among Qualifying Class Members, each of whom would receive an "Allocated Amount"). Below are some of the most crucial aspects of the Allocation Procedures.

1. Breakdown of Funds and Claims Forms

The Claims Administrator will separate the Settlement Funds into three distinct funds: the Action Fund, the Supplemental Fund, and the Special Needs Fund.[100] Each fund has its own Claims Form.[101] Additionally, in order for the Claims Administrator to evaluate Claims from Qualifying Class Members who share an interest in a Water Source with another PWS in accordance with the Parties' Joint Interpretive Guidance on Interrelated Drinking Water Systems, the additional Interrelated Drinking Water System Claims Form addendum will also be available.[102] These Claims Forms, along with all verified supporting documentation, must be timely submitted by the applicable deadlines set forth in the Allocation Procedures.[103] The Claims Administrator will make these Claims Forms electronically accessible on the Settlement website, but a

[98] Declaration of Dr. J. Michael Trapp, Ex. 13 ("Trapp Dec.").
[99] Declaration of Dr. Prithviraj Chavan, Ex. 14 ("Chavan Dec.").
[100] S.A. §§ 2.10; *see also* Allocation Procedures, Ex. 2-A at pp. 6-14, and Ex. 2-B, Claims Forms which include the Action Fund Claims Form, the Addendum to the Action Fund Claims Form, the Supplemental Fund Claims Form, the Special Needs Fund Claims Form, and the Interrelated Drinking Water System Claims Form.
[101] *Id.*
[102] Parties' Joint Interpretive Guidance, Exs. 2-N through Q.
[103] Allocation Procedures, Ex. 2-A at p. 1.

paper copy will also be available upon request.[104]

a. The Action Fund

The Action Fund will compensate Qualifying Class Members that have timely submitted a Claims Form and performed the requisite testing for each of its Impacted Water Source(s).[105] 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.[106]

Qualifying Class Members (*i.e.*, those with a Measurable Concentration of PFAS before May 15, 2024) 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 January 1, 2019, and such test did not result in a Measurable Concentration of PFAS.[107] Failure to test and submit Qualifying Test Results for Water Sources will disqualify Water Sources from consideration for present and future payments.[108]

Those Qualifying Class Members with a detection will receive compensation from the appropriate Action Fund for each Impacted Water Source.[109] Water Sources without a detection will remain eligible to receive compensation from the Supplemental Fund, discussed in the next subsection, through December 31, 2030, if later testing results in a PFAS detection.[110]

While a Qualifying Class Member may use any laboratory, proposed Class Counsel have arranged for significantly expedited analysis at reduced rates from Eurofins Environmental Testing,

[104] Mire Dec., Ex. 9 at ¶ 11.
[105] Allocation Procedures, Ex. 2-A at pp. 7-14.
[106] *Id.*
[107] *Id.* at p. 5.
[108] *Id.*
[109] *Id.*
[110] *Id.* at p. 6.

which is a network of environmental labs that currently has North America's largest capacity dedicated to PFAS analysis.[111]

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.[112] 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.[113] Thus, the flow rates and PFAS concentrations of each Impacted Water Source, obtained from the Qualifying Class Members' Claims Forms and supporting documentation, can be used by the Claims Administrator to formulaically calculate a Base Score for each Impacted Water Source.[114]

These Base Scores will then be adjusted, or "bumped," depending on whether the Impacted Water Source's concentration levels exceed any applicable federal or state MCLs; whether the Qualifying Class Member had Litigation relating to the Impacted Water Source pending at the time of Settlement; and whether the Qualifying Class Member was one of the Public Water Provider Bellwether Plaintiffs.[115]

The Claims Administrator will then divide an Impacted Water Source's Adjusted Base Score by the sum of all Adjusted Base Scores for the Action Fund to arrive at each Impacted Water Source's percentage of the Action Fund.[116] This percentage will be multiplied by the total Action Fund to provide the Settlement Award for each Impacted Water Source.[117]

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

[111] Attached hereto as Exhibit 16 is the Declaration of Robert Mitzel, president of Eurofins.
[112] Trapp Dec., Ex. 13 at pp. 3-9; Chavan Dec., Ex. 14 at pp. 4-10.
[113] *Id.*
[114] *Id.; see also* Allocation Procedures, Ex. 2-A at pp. 7-14.
[115] *Id.* at p. 13.
[116] *Id.* at p. 12-14.
[117] *Id.* at p. 14.

Qualifying 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 Allocated Awards are determined and notification of the Settlement Award is provided, each Qualifying Class Member, proposed Class Counsel and/or the Tyco Defendants may submit a request for reconsideration to the Special Master within the applicable deadlines, if an error in calculation can be established.[118] Proposed Class Counsel request that the Claims Forms submission deadline for the Action Fund is sixty (60) calendar days after the Effective Date.[119]

b. The Supplemental Fund

The Supplemental Fund was created to compensate Qualifying Class Members that: (1) have a Water Source with Qualifying Test Results showing no Measurable Concentration of PFAS and because of later testing obtain a Qualifying Test Result showing a Measurable Concentrations of PFAS; or (2) have an Impacted Water Source that did not exceed any applicable federal or state MCL at the time they submitted their Claims Forms and because of later testing obtain a Qualifying Test Result that exceeds an applicable MCL.[120]

For each Impacted Water Source, the Claims Administrator will approximate, as closely as is reasonably possible, the Allocated Award that each Impacted Water Source would have been allocated had it been in the Action Fund with the later PFAS concentration, and shall issue funds from the Supplemental Fund in amounts that reflect the difference between the Impacted Water Source's Settlement Award and what the Qualifying Class Member has already received, if anything, for the Impacted Water Source.[121] Proposed Class Counsel request that the deadline for Claims Form

[118] *Id.*
[119] *Id.* at p. 7.
[120] Allocation Procedures, Ex. 2-A at p. 6.
[121] *Id.*

submission for the Supplemental Fund be December 31, 2030.[122]

c. The Special Needs Fund

The Special Needs Fund 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.[123] A Special Needs Fund Claims Form must be submitted up to 45 calendar days after submission of the PWS Claims Form.[124] Once all Special Needs Fund Claims Forms are timely received, the Claims Administrator will review them and determine which Qualifying Class Members shall receive additional compensation and the amount of compensation.[125] The Claims Administrator will recommend the awards to the Special Master who must review and ultimately approve or reject them.[126]

2. Payment of Funds by the Tyco Defendants

The Tyco Defendants shall make payments in multiple installments over time, as set forth in the Payment Schedule.[127] Within five (5) Business Days after each installment payment is made for the Action Fund, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Supplemental Fund and five percent (5%) of the payment amount into the Special Needs Funds.[128]

G. Objections and Exclusion Rights

1. Objections

Any 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.[129] The requirements for the written and signed

[122] *Id.*
[123] *Id.* at p. 7.
[124] *Id.*
[125] *Id.*
[126] *Id.*
[127] S.A. § 3.1; *see also* Payment Schedule, Ex. 2-H.
[128] Allocation Procedures, Ex. 2-A at p. 15; *see also* Payment Schedule, Ex. 2-H at p. 3.
[129] S.A. §§ 2.39, 9.4-9.5.

Objection and service obligations are set forth in the Settlement Agreement.[130] Any Class Member that fails to comply with requirements of Sections 9.4 through 9.5.2 of the Agreement waives and forfeits any and all objections the Class Member may have asserted.[131]

Class Counsel asks that the Court set the deadline for submission of Objections to be sixty (60) calendar days after the date the Notice is mailed.[132]

2. Requests for Exclusion ("Opt Outs")

Any Eligible Claimant may opt out of the Settlement by submitting an electronic and duly executed "Request for Exclusion" via the Opt Out Administrator's portal, which will be accessible to the Notice Administrator, the Claims Administrator, the Special Master, the Tyco Defendants' Counsel, and Class Counsel.[133] The requirements for the Request for Exclusion are set forth in the Settlement Agreement and Opt Out Form attached thereto as Exhibit I, including the requirement that the person submitting the Request for Exclusion have been legally authorized to do so on behalf of the Class Member.[134] No "mass" or "class" Opt Out shall be valid, and no Eligible Claimant may submit an Opt Out on behalf of any other Eligible Claimant.[135]

Any Person that submits a timely and valid Request for Exclusion shall not (i) be bound by the Settlement Agreement, or by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but shall continue to be bound by other orders entered in the Litigation, including any protective order); (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

[130] *Id.* at §§ 9.4-9.5.2.
[131] *Id.*
[132] *Id.* at § 9.5.
[133] *Id.* at §§ 2.40, 9.6-9.7. Submission of Requests for Exclusion pursuant to FRCP 5 is also available. *Id.* at 9.6.
[134] S.A. § 9.5.1; *see also* Opt Out Form, Ex. 2-I.
[135] S.A. § 9.7.3.

Objection.[136] Any Class Member that fails to submit a timely and valid Request for Exclusion (or submits and then withdraws its Opt Out) submits to the jurisdiction of the MDL Court and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments with respect to the Settlement.[137]

Proposed Class Counsel asks that the Court set the deadline for submission of Requests for Exclusion to be ninety (90) calendar days after the date the Notice is mailed.[138]

H. Termination of the Settlement – the Tyco Defendants' Walk-Away Right

The Tyco Defendants have the option to withdraw from the Settlement, and terminate the Settlement Agreement, if certain percentages/numbers of Class Members, broken down by PWS category, opt out of the Settlement ("Required Participation Threshold").[139] The Special Master shall determine whether these percentages/numbers have been met and notify the parties.[140] If the Special Master determines that some or all parts of the Required Participation Threshold have not been satisfied, or if the Tyco Defendants in good faith disagree with a determination by the Special Master that it has been satisfied, then, within twenty-one (21) calendar days of being notified by the Special Master, the Tyco Defendants must notify proposed Class Counsel, the Special Master and the Claims Administrator of their intent to either exercise or waive their right to terminate.[141]

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

After 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 Class Members who do not request exclusion from the Class will be deemed to have released all claims as set forth in the Settlement

[136] *Id.* at § 9.7.1.
[137] *Id.* at § 9.7.2.
[138] *Id.* at § 9.7.
[139] *Id.* at § 10.
[140] *Id.* at § 10.2.
[141] *Id.* at § 10.3.

Agreement against the Tyco Defendants; will be deemed to have agreed not to institute any Released Claims in the future; and, for those Class Members with pending Litigation, will be deemed to have agreed to dismiss their Released Claims with prejudice.[142]

Any pending Litigation shall be dismissed with prejudice to the extent it contains Released Claims against the Tyco Defendants.[143] However, should a Class Member believe that it has a preserved claim (*i.e.,* one that is not released under the terms of the Settlement Agreement), it must notify the Special Master, Class Counsel, and the Tyco Defendants' Counsel before the date of the Final Fairness Hearing if it intends to seek a limited Dismissal, and shall execute a stipulation of limited Dismissal with prejudice, in the form annexed to the Settlement Agreement as Exhibit L, within fourteen (14) calendar days after the Effective Date.[144] Failure to do so will result in dismissal of the entire claim against the Tyco Defendants in its entirety with prejudice.[145]

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

Proposed Class Counsel intends to file a motion for fees and costs that will request a Class award of attorneys' fees and costs in lieu of the Common Benefit Holdbacks provisions of CMO 3, to be paid from the Qualified Settlement Fund before any portion of the Settlement Funds are distributed to Class Members.[146]

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

[142] *Id.* at §§ 9.7.1-9.7.2, 12.
[143] *Id.* at § 12.6.
[144] *Id.* at § 12.6.1; *see also* Dismissal, Ex. 2-L.
[145] *Id.*
[146] S.A. §§ 3.1, 6.1, 9.10. The motion will be due not less than twenty (20) calendar days before the deadline for Objections. *Id.* at § 9.9.

Class for purposes of settlement and entering a judgment.[147]

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."[148] Indeed, "[t]he voluntary resolution of litigation through settlement is strongly favored by the courts and is 'particularly appropriate' in class actions."[149]

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).[150] 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."[151] 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."[152] For preliminary approval purposes, a court "is not required to undertake an in-depth consideration of the relevant factors for final

[147] *See also 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").

[148] *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.").

[149] *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).

[150] *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*"); *see also* Preliminary Approval Orders issued by this Court in *City of Camden, et al., v. 3M Company*, No. 2:23-cv-03147 (ECF 3626) and *City of Camden, et al., v. E.I. du Pont de Nemours and Company (n/k/a EIDP, Inc.), et al.*, No. 2:23-cv-03230 (ECF 3603).

[151] *1988 Trust*, 28 F.4th at 521 (quoting *Sharp Farms v. Speaks*, 917 F.3d 276, 293-294).

[152] *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)).

approval."[153]

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.[154]

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.[155]

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 agreed to a proposed Settlement only after the resolution of Drinking Water claims with water providers with other MDL defendants, namely 3M and DuPont, as well as after the issuance of Court Orders teeing up trial for the non-settling defendants that remained in the MDL.

Prior to that, for over five years, since this MDL's inception in December 2018, the parties had engaged in extensive, non-stop fact and expert discovery and motion practice in an effort to move this

[153] *Id.* at *6.
[154] *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").
[155] *Id.*; *see also Commissioners of Public Works of City of Charleston v. Costco Wholesale Corp.*, 340 F.R.D. 242, 249 (D.S.C. 2021).

MDL forward efficiently and effectively. Nor did they let a global pandemic stop them, with the first of the now-over 216 depositions in this MDL being taken remotely in the earliest months of lockdown. The culmination of their efforts resulted in trial counsel being ready to present the *Stuart* case in June 2023, 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* motions, and motions *in limine*). The parties also conducted discovery to prepare for trial against the Telomer Defendants as discussed *supra* in Section III(B). Here, "the cause [was] ready for trial," which ordinarily assures "sufficient development of the facts to permit a reasonable judgment on the possible merits of the case."[156]

Notably, the PWS cases were much farther along than cases in other litigations in which a proposed class settlement has 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 […] evidence obtained […] yielded sufficient undisputed facts" to enable a decision regarding the merits of the claims.[157] Thus, the first *Jiffy Lube* factor for evaluating fairness supports preliminary approval of the proposed Settlement.

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

Preliminary informal exploratory settlement discussions began in early 2022. By this time, the

[156] *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975).
[157] *Jiffy Lube*, 927 F.2d at 159 (vacated and remanded on other grounds); *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.").

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 Tyco Defendants, 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 with the Tyco Defendants, over 4.95 million documents were produced in this MDL, amounting to over 40 million pages.[158] To date the parties have also collectively completed 216 depositions of fact and expert witnesses.[159]

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 Tyco Defendants, was substantially completed and available for use. To this end, both sides, along with Judge Phillips, were armed with extensive discovery and primed to make well-informed and intelligent decisions regarding the strength of Plaintiffs' liability case 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. <u>The Proposed Settlement Was Negotiated at Arm's-Length.</u>

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 a potential settlement, proposed Class Counsel continued to vigorously prosecute the PWS claims brought against the Tyco Defendants and the other MDL defendants, which led to negotiations between the parties that were difficult and often highly contentious.

This continued after Judge Phillips was appointed by the Court in October 2022 to mediate the

[158] London Dec., Ex. 4 at ¶ 17.
[159] *Id.*

parties' negotiations. 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.[160] And even as Judge Phillips oversaw multiple telephone, video conference and in-person mediation sessions, the negotiations remained difficult and contentious. Indeed, even after the parties reached agreement on the material terms of the Settlement, the negotiations continued as the parties worked to hammer out the details of the final Settlement Agreement.[161]

The adversarial nature of the negotiations and the aid provided by Judge Phillips are factors that weigh in favor of preliminary approval, and demonstrate that the Fourth Circuit's third factor for evaluating fairness supports preliminary approval of the proposed Settlement.[162]

d. Class Counsel and Counsel for the Tyco Defendants Have Decades of Experience Litigating Complex Cases, Including Environmental and Class Actions.

Because Plaintiffs and the Tyco Defendants 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.[163] 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.[164] 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

[160] Summy Dec., Ex. 3 at ¶¶ 17, 22; London Dec., Ex. 4 at ¶ 21.
[161] *See generally* Judge Phillips Dec., Ex. 7.
[162] *Id.*; *see also 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"); FRCP 23(e)(2)(B).
[163] *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."); FRCP 23(e)(2)(A).
[164] *Bass v. 817 Corp.,* 2017 U.S. Dist. LEXIS 225380, *5-6 (D.S.C. Sept. 19, 2017).

the same" as "indicat[ing] the settlement was negotiated at arm's length."[165]

Here, proposed Class Counsel have extensive experience in complex environmental litigation, class actions, and settlements of large, nationwide cases. Indeed, this Court appointed each as Co-Lead Counsel to oversee the prosecution of this MDL out of recognition of their experience. Most recently, this Court applauded proposed Class Counsel as being "some of the most qualified mass tort litigators in America."[166] 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.[167] 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.[168]

Michael London has devoted his entire legal career to representing consumers and injury victims, primarily in complex litigation settings involving mass torts.[169] 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).[170]

Paul Napoli has litigated and resolved mass tort litigations involving complex environmental issues like those in this case.[171] As just one example, Mr. Napoli, in his court-appointed role of Plaintiffs' Liaison Counsel, participated in the historic settlement for more than 10,000 first responders, construction workers, and laborers exposed to toxins from the September 11, 2001 attack on the World Trade Center.[172]

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[165] *Commissioners*, 340 F.R.D. at 249.
[166] *See* Order and Opinion (ECF 4885), at p. 11.
[167] *See* Summy Dec., Ex. 3.
[168] *Id.*
[169] *See* London Dec., Ex. 4.
[170] *Id.*
[171] *See* Declaration of Paul Napoli, Ex. 5.
[172] *Id.*

Joseph Rice has served as negotiator in some of the largest civil actions over the past several decades. He has been involved in asbestos litigation, acted as Co-Lead Counsel in the National Prescription Opiate MDL and helped negotiate settlements in the BP oil spill on behalf of the Plaintiffs' Steering Committee for that litigation.[173]

Considering proposed Class Counsel's broad knowledge of the facts surrounding this litigation, coupled with their extensive experience resolving litigations involving similar issues, the fourth *Jiffy Lube* factor is met and supports preliminary approval of the proposed Settlement.

2. The Settlement Provides Adequate Consideration to the Class.

The Tyco Defendants will pay $750 million into a Court-approved QSF to be distributed to Class Members.[174] Following appropriate deductions for fees and costs as set forth in the Settlement Agreement, those funds will be allocated equitably among Qualifying Class Members under the Allocation Procedures.[175] The Settlement will help, in part, to ameliorate the costs faced by PWS in developing and implementing necessary, cost-effective systems to treat the water sources contaminated by the Tyco Defendants' AFFF products containing PFAS.

At this stage, the Court need only find that the Settlement is within "the range of possible approval,"[176] 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 (5) the degree of opposition to the settlement."[177] All such factors weigh in favor of preliminary approval.

a. The Settlement is Reasonable Given the Strength of Plaintiffs' Case on

[173] *See* Declaration of Joseph Rice, Ex. 6.
[174] S.A. §§ 2.61, 3.1, 6.1, 7; *see also* Payment Schedule, Ex. 2-H, and Escrow Agreement, Ex. 2-C.
[175] Allocation Procedures, Ex. 2-A.
[176] *Commissioners*, 340 F.R.D. at 249.
[177] *Jiffy Lube*, 927 F.2d at 159; *Commissioners*, 340 F.R.D. at 250; *see also* FRCP 23(e)(2)(C & D).

the Merits and the Tyco Defendants' 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."[178] 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."[179]

Before any Settlement was reached in the MDL, the *Stuart* case was trial-ready. Since *Stuart* was stayed in light of the PWS settlements with 3M and DuPont, proposed Class Counsel have wasted no time preparing to try a case against the Telomer Defendants pursuant to CMOs 27A-G, with trial currently set to begin on October 28, 2024. Proposed Class Counsel believed, and continue to believe, that they have a strong case against the Tyco Defendants. The Tyco Defendants are fully cognizant of the totality of this credible evidence. In fact, it is the strength of Plaintiffs' position that drove the Settlement Amount agreed to by the Tyco Defendants.

Of course, the outcome of any case that is tried on the merits is uncertain and for their part, the Tyco Defendants believe they had supportable legal and factual defenses which also impacted the parties' negotiations. As Judge Phillips attests in his declaration, the settlement negotiations were "difficult and contentious . . . 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 aspect of the settlement, including the ultimate outcome of motions, trials, and appeals if a negotiated agreement was not achieved."[180]

As in many cases, uncertainty favors settlement because "hurdles to proving liability, such as

[178] *Gray v. Talking Phone Book*, 2012 U.S. Dist. LEXIS 200804, at *16 (D.S.C. Aug. 10, 2012).
[179] *Case v. French Quarter III LLC*, 2015 WL 12851717, at *8 (D.S.C. July 27, 2015).
[180] Judge Phillips Dec., Ex. 7 at ¶ 21.

proving proximate cause would remain and would necessitate expensive expert testimony."[181] The Tyco Defendants also insisted that the benefits of their product, AFFF, outweighed the risks associated with the use of the product. This issue, among others, would have been left in the hands of juries, where the outcome is always uncertain.

Notably, as detailed earlier in Section II, the Tyco Defendants were predominant manufacturers of AFFF, but they were not the sole manufacturers.[182] Notwithstanding Plaintiffs' confidence in the strengths of their proofs against the Tyco Defendants, this is a factor that could have potentially reduced any favorable jury award. It was therefore a consideration in agreeing to the Settlement Amount.[183] Accordingly, this factor supports that the Settlement is reasonable.

b. <u>The Settlement is Reasonable Given the Anticipated Duration and Expense of Additional Litigation.</u>

Under the Settlement Agreement, the Tyco Defendants do not admit their 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. The *SMCMUA* case has had the most trial preparation, so in the absence of settlement, the vast majority of water providers would commence on a years-long litigation journey—after over five years have already passed in the MDL. It could easily take many additional years for Class Members to make similar progress in their own individual cases,[184] and

[181] *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).

[182] Tyco intended to argue that its sales to the Department of Defense entitled it to a government contractor defense. While proposed Class Counsel believes juries would not have found in Tyco's favor, the risk of an adverse ruling on said defense at trial also supports settlement. Summy Dec., Ex. 3 at ¶ 19.

[183] *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.").

[184] *See Case*, 2015 WL 12851717, at *8 (settlement is appropriate after extensive discovery where trial would be lengthy and costly).

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 recently announced EPA MCLs for PFAS. This factor—the need to comply with enforceable regulations—cannot be overstated.

Indeed, although the claims alleged by the 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. 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 water provider 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 without a single trial having even been conducted. Developing these specific expert opinions for hundreds of PWS presents the real potential for enormously exorbitant costs.

Proposed Class Counsel have 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 deployed to Charleston and prepared to present the best evidence in a precise, cogent and persuasive manner, as Plaintiffs have done on prior occasions.[185] The firms involved invested

[185] 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, Medline Pendley, and Chris Paulos of Levin, Papantonio, Rafferty; Frank Petosa, Josh Autry, and Henry Watkins of Morgan & Morgan; Nancy Christensen of

extraordinary amounts of time in these efforts, without any guarantee of future recovery due to the contingency nature of the litigation.[186] Then, upon the stay of the *Stuart* trial following resolution with certain MDL defendants, the parties pivoted to preparing cases to try against the Telomer Defendants. Another bellwether selection process took place, with all the attendant efforts that entails. The parties then aggressively worked up first the four (4) Tier One cases, then the two (2) Tier Two cases, in preparation for a fall 2024 trial start date. These risks and costs were also part of the parties' calculus in negotiating the proposed Settlement and should be considered by the Court.[187]

Moreover, any judgments won following trial would likely be subject to lengthy appeals, whereas the Settlement provides more immediate results and benefits to Class Members.[188]

In brokering the proposed Settlement, proposed Class Counsel carefully evaluated all the hurdles involved in establishing the Tyco Defendants' liability, including getting past *Daubert* and summary judgment, as well as the possibility of a future trial and appeal. Based on these considerations, proposed Class Counsel believe that it is in the best interest of all Class Members to resolve the claims through the proposed Settlement in order to avoid such risks.[189]

c. <u>The Settlement is Reasonable Given the Current Solvency of the Tyco Defendants.</u>

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 & Briefing Committee, including Carla Burke Pickrel and Kevin Madonna) were engaged in multiple important presentations to the Court, including Science Day and the Government Contractor Defense hearing.

[186] The Settlement Agreement appropriately recognizes that all counsel will take their fees from the Settlement Funds. As discussed above, in Section IV(J), proposed Class Counsel intend to file a motion for a Class award of attorneys' fees and costs, in lieu of the Common Benefit Holdback provisions of CMO 3, not less than twenty (20) calendar days before Objections. All fees and costs of proposed Class Counsel would be paid from the Settlement Funds in the QSF. S.A. §§ 3.1, 9.9-9.10.

[187] *See* FRCP 23(e)(2)(C)(iii).

[188] *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 480 (D. Md. 2014) ("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.").

[189] *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).

Although the Tyco Defendants have not indicated any plans to pursue bankruptcy protection (which their co-defendant in the MDL, Kidde-Fenwal, Inc., did),[190] it is always a possibility, especially given the values of the claims at issues. Accordingly, the potential inability to pay litigated judgments weighs in favor of the adequacy of the nine-figure settlement.[191]

In summary, good cause for final approval of the Settlement has been amply demonstrated.

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.[192]

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 rather it should "limit its proceedings to whatever is necessary to aid it in reaching an informed, just and reasoned decision."[193]

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

[190] *In re Kidde-Fenwal, Inc.*, No. 23-20638, Voluntary Petition for Bankruptcy (D. Del. May 14, 2023).
[191] *See Lumber Liquidators*, 952 F.3d at 485.
[192] *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.
[193] *Flinn*, 528 F.2d at 1173.

criteria."[194] 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."[195] 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."[196]

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 ascertainablity 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."[197] While this requirement was "easily satisfied" for a class of 14,000 public sewer system operators,[198] the Fourth Circuit has also found it satisfied where the proposed class included only 30 members.[199] The large number of PWS in the proposed Class 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.[200] Thus, the proposed Settlement Class, projected to number over 5,000, easily satisfies Rule 23(a)'s numerosity requirement.

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

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[194] *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643, 654–55 (4th Cir. 2019).
[195] *Id.* at 658 (internal quotation marks omitted).
[196] *Id*.
[197] FRCP 23(a)(1).
[198] *Commissioners,* 340 F.R.D. at 247.
[199] *Williams v. Henderson*, 129 Fed. App'x 806, 811 (4th Cir. 2005).
[200] *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."); *see also* Preliminary Approval Orders issued by this Court in the 3M PWS Settlement (ECF 3626) and in the DuPont PWS Settlement (ECF 3603).

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."[201] 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."[202] Thus, even a single common question is sufficient to meet this Rule 23(a) requirement.[203]

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.[204] 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.'"[205]

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 Tyco Defendants knew of the environmental and potential human health risks associated with exposure to the PFAS in their AFFF products, yet continued to develop, manufacture, distribute, and sell AFFF products containing PFAS.[206] Likewise, Plaintiffs and the proposed Class Members have all alleged that the Tyco Defendants failed to warn users, bystanders, or public agencies of these risks associated with their products that contained

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[201] FRCP 23(a)(2).
[202] *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). *See also Commissioners*, 340 F.R.D. at 247-248 ("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.'"); *Dukes*, 564 U.S at 350 ("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.").
[203] *Id.* at 359.
[204] *Commissioners,* 340 F.R.D. at 247.
[205] *Id.*
[206] *Compl.* at ¶¶ 73-76.

PFAS.[207] Plaintiffs and the Class Members relied on a common core of salient facts relevant to the Tyco Defendants, and the Tyco Defendants' 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."[208] 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."[209] 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."[210] 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, arising out of the same alleged course of conduct by defendant, and based on identical legal theories.[211]

Here, Plaintiffs, in their capacity as proposed Class Representatives, have asserted claims that are undoubtedly typical of those of the Class Members they seek to represent. To start with, Plaintiffs, like the Class Members, are PWS that have asserted claims for actual or threatened injuries caused by PFAS contamination.[212] In addition, Plaintiffs and the Class Members rely on the same common core of facts to allege that the Tyco Defendants knowingly sold defective AFFF products containing PFAS and failed to warn of those defects, leading to the contamination of their respective Water Sources.[213]

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[207] *Id.* at ¶¶ 76, 93(l), 153-174.
[208] FRCP 23(a)(3).
[209] *Deiter v. Microsoft Corp.,* 436 F.3d 461, 466–67 (4th Cir. 2006).
[210] *Id.*
[211] *Commissioners,* 340 F.R.D. at 247-248.
[212] *Compl.* at ¶ 1; S.A. § 5.1.
[213] *Compl.* at ¶¶ 76, 93(l), 153-174.

Lastly, Plaintiffs and the Class Members also assert a common damages theory that seeks recovery of the costs incurred in remediating and/or treating their Water Sources to remove PFAS contamination from their Drinking Water.[214]

Because Plaintiffs' and the Class Members' claims arise out of the same course of conduct by the Tyco Defendants, are based on similar—if not identical—legal theories, and assert similar damages theories, Rule 23(a)'s typicality requirement is satisfied.[215]

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."[216] This finding "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."[217] This inquiry "tend[s] to merge" with the commonality and typicality criteria.[218]

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.[219] Further, Plaintiffs and proposed Class Counsel have demonstrated a willingness and ability to vigorously prosecute the class claims as set forth in detail above.[220] Lastly, there is no basis for

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[214] *Id.*, Prayer for Relief at p. 39.
[215] *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).
[216] FRCP 23(a)(4). *See also 1988 Trust*, 28 F.4th at 524.
[217] *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).
[218] *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.*
[219] *Commissioners,* 340 F.R.D. at 247-248.
[220] *Id.*

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.[221]

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

2. The Requirements of Rule 23(b)(3) are 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')."[222] 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."[223]

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."[224] "'Where . . . common questions

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[221] *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); *see also* Order and Opinion of this Court (ECF 4885), at 11 (noting that "Throughout this litigation the Court has praised the quality of lawyering on both sides.").

[222] *Campbell*, 2021 U.S. Dist. LEXIS 16470, at *5.

[223] FRCP 23(b)(3).

[224] *Campbell*, 2021 U.S. Dist. LEXIS 16470 at *5-6 (citing 7AA Wright & Miller, Fed. Practice and Procedure § 1779 (3d ed. 2005)).

predominate regarding liability, then courts generally find the predominance requirement to be satisfied even if individual damages issues remain.'"[225]

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

In addition, there are other factors the Fourth Circuit recognizes that favor class treatment over individual cases, including the absence of a strong interest for class members to pursue individual litigation, particularly when considering the expense, burden, risk, and length of trial and appellate proceedings involved.[226] Here, this factor clearly favors class treatment, and there is a "sufficient desirability to concentrate the litigation in the forum given its familiarity with the relevant issues as the transferee Court."[227]

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.

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[225] *Stillmock v. Weis Markets, Inc.,* 385 Fed. App'x. 267, 273 (4th Cir. 2010).
[226] *Id*. at 275.
[227] *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 also provides the Tyco Defendants with the finality and repose they desire in pursuing a global resolution of their liability to PWS with PFAS contamination. *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). Additionally, manageability concerns are displaced by the potential settlement itself. *Amchem Prod., Inc. v. Windsor,* 521 U.S. 591, 620 (1997).

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.[228] In this vein, all have been appointed and served as Class Counsel in many class actions and mass torts.[229] This Court has previously recognized their capacity to manage and oversee complex litigation by appointing all 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 represent the Class Representatives and the interests of the Class,[230] Plaintiffs respectfully request that the Court appoint Scott Summy, Michael A. London, Paul Napoli and Joseph Rice as Class Counsel.

2. Appointment of Class Representatives.

As discussed above, Plaintiffs' claims are typical of the claims of the Class Members, and the claims share commonality. Plaintiffs are adequate representatives of the Class Members because no conflicts of interest exist between the two. Plaintiffs are interested in demonstrating that PFAS caused damages to their PWS and these are the same interests of the Class Members. Plaintiffs have demonstrated a commitment to prosecuting this matter on their own behalf and on behalf of the absent 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

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[228] *See* Declarations of Class Counsel, Exs. 3-6.
[229] *Id.*
[230] *Commissioners*, 340 F.R.D. at 248-249; *Robinson*, 2019 U.S. Dist. LEXIS 26450, at *13-14.

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 by 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.[231] The Notice Plan provides for individual direct notice via mail and email to all reasonably identifiable 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. This Notice Plan is substantially similar to the one that was confirmed as reasonable and adequate in both the DuPont and the 3M PWS Settlements.[232]

Accordingly, the Court should approve the appointment of Steven Weisbrot of Angeion Group as Notice Administrator; 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, and a date no less than ninety (90) calendar days after commencement of the dissemination of Notice as the deadline for the filing of Requests for Exclusion.

E. The Court Should Appoint the Claims Administrator, the Opt Out Administrator, and Special Master Matthew Garretson.

Plaintiffs request that the Court approve the appointment of Dustin Mire, of Eisner/Amper, as the Claims Administrator;[233] the appointment of Edward J. Bell as the Opt Out Administrator;[234] and

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[231] FRCP 23(e)(1)(B) provides that "[t]he 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."

[232] *See* ECFs 3603 and 3626, respectively, approving the Notice Plan and authorizing the dissemination of Notice in the DuPont and 3M PWS Settlements; *see also Commissioners*, 340 F.R.D. at 249.

[233] *See* Mire Dec., Ex. 9.

[234] *See* Bell Dec., Ex. 10.

the appointment of Matthew Garretson of Wolf/Garretson LLC as the Special Master.[235]

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.[236] This Order will greatly aid in the efficient processing and administration of the Settlement Agreement.

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, as detailed in the Settlement Agreement and Escrow Agreement.[237] 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.[238]

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 proposed Class Counsel, the Tyco Defendants, the Special Master, and the Escrow Agent and/or pursuant to the terms of the parties' Settlement Agreement and Allocation Procedures. Upon final distribution of all Settlement Funds received into the QSF and allocated to Qualifying 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.

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[235] *See* Garretson Dec., Ex. 11.
[236] S.A. §§ 2.23-2.24, 6.3, 7. *See also* Escrow Agreement, Ex. 2-C.
[237] *Id.*
[238] 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."

Proposed Class Counsel request that the Court approve the appointment of Robyn Griffin of Huntington National Bank, a federally insured depository institution, and the appointment of the Special Master Matthew Garretson to serve as the QSF Administrator.

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.[239]

Once the Court schedules the Final Fairness Hearing, the date shall be communicated to the Class Members so as to provide the Class Members with sufficient notice.

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant the instant motion and enter the Preliminary Approval Order, annexed hereto as Exhibit 1:

a. preliminarily approving the proposed Settlement Agreement;
b. preliminarily certifying, for settlement purposes only, the Settlement Class;
c. approving the form of Notice of the Settlement Class;
d. approving the Notice Plan, and directing the commencement of, the Notice Plan;
e. appointing Class Counsel;
f. appointing Class Representatives;
g. appointing the Notice Administrator;
h. appointing the Claims Administrator;
i. appointing the Opt Out Administrator;
j. appointing the Special Master;
k. scheduling the Final Fairness Hearing; and
l. granting any other relief deemed necessary or appropriate by the Court.

[239] 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."

Dated: April 26, 2024

Respectfully submitted,

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Proposed Class Counsel

EXHIBIT G

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-* TYCO FIRE PRODUCTS LP, *Defendant.*	)))))))))	Civil Action No.: 2:24-cv-02321-RMG

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 Opt Out Administrator; (9) appoint of the Claims Administrator; (10) appointment of the Special Master; (11) appointment of the Escrow Agent; (12) approval of the Escrow Agreement; (13) establishment of the Qualified Settlement Fund; (14) scheduling of a Final Fairness Hearing; and (15) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Tyco, and an injunction against the filing of any new such proceedings. (Dkt. No. XXX).

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class

Representatives, individually and on behalf of the Eligible Claimants, by and through Class Counsel, and (ii) defendant Tyco Fire Products LP ("Tyco");

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, Tyco does 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 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 Eligible Claimants and a Final Fairness Hearing should be set.

2. The Settlement Agreement, including all Exhibits and Parties' Joint Interpretive Guidance documents 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) Every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024.

An "Impacted Water Source" means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

4. The following are excluded from the Settlement Class:

(a) The City of Marinette Waterworks, denoted as Water System ID "WI4380395" in the SDWIS; provided, however, that the City of Marinette Waterworks 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.

(c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name.

(d) Any privately owned well that provides water only to its owner's (or its owner's tenant's) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

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; California Water Service Company; City of Benwood; City of Brockton; City of Delray Beach; City of Freeport; City of Sioux Falls; City of South Shore; Coraopolis Water & Sewer Authority; Dalton Farms Water System; Martinsburg Municipal Authority; Township of Verona; and Village of Bridgeport.

7. Subject to final approval by the Court of class certification, the Court provisionally appoints: 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 Joe Rice and the law firm of Motley Rice, LLC 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. [*Analysis and ruling on Objections, if any*]

11. 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 ELIGIBLE CLAIMANTS

12. Under Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Court finds that the Notice set forth in Exhibit D to the Settlement Agreement, the Notice Plan set forth in Exhibit E to the Settlement Agreement, and the Summary Notice set forth in Exhibit F to the Settlement Agreement (a) is the best practicable notice; (b) is reasonably calculated under the circumstances to apprise Eligible Claimants 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.

13. 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 Eligible Claimants under Rule 23(e)(1) of the Federal Rules of Civil Procedure.

14. The Notice Plan shall commence no later than fourteen (14) calendar days after entry of this Order Granting Preliminary Approval—namely, no later than **X, 2024** so as to commence the period during which Eligible Claimants may opt out from the Settlement Class and Settlement or object to the Settlement.

V. PROCEDURE FOR REQUESTS FOR EXCLUSION AND OBJECTIONS

15. 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.

16. Any Eligible Claimant wishing to opt out of the Settlement Class and Settlement must complete a Request for Exclusion, in a form substantially similar to the one attached as Exhibit I to the Settlement Agreement. The Request for Exclusion will be available online and allow for electronic submission to the designated recipient list. Eligible Claimants may also submit the Request for Exclusion form via paper copy and serve it on the Opt Out Administrator at the address set forth in the Notice. Such written request must be received no later than the date ninety (90) 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 **X, 2024**.

17. Any Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Paragraphs 20 through 22 of this Order, shall waive and forfeit any and all objections the Class Member may have asserted. The submission of a Request for Exclusion shall have the effect of waiving and forfeiting any and all objections the Class Member did assert or may have asserted. Requests for Exclusion may be withdrawn at any time prior to the Final Fairness Hearing. However, the withdrawal of a Request for Exclusion shall neither permit a Person to assert new Objections, nor to revive previously asserted ones.

18. Pursuant to Section 10 of the Settlement Agreement, Tyco shall have the option, in its 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. The Special Master shall determine whether all parts of the Required Participation Threshold have been satisfied and shall inform the parties of such determination within fourteen (14) calendar days after the deadline for submitting Requests for Exclusion set forth in Paragraph 16 of this Order. Tyco shall then have until fourteen (14) calendar days after the Special Master's

determination to provide Class Counsel notice of its exercise of the Walk-Away Right.

19. The procedure for objecting to the Settlement or to an award of fees or expenses to Class Counsel, as set forth in Paragraph 9.5 of the Settlement Agreement, is approved.

20. A 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 Tyco's 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 Class Member and must provide (a) the Class Member's SDWIS ID; (b) an affidavit or other proof of the Class Member's standing; (c) the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member; (d) the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Class Member; (e) all objections asserted by the Class Member and the specific reason(s) for each objection, including all legal support and evidence the Class Member wishes to bring to the Court's attention; (f) an indication as to whether the Class Member wishes to appear at the Final Fairness Hearing; and (g) the identity of all witnesses the Class Member may call to testify.

21. 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 14 of this Order), which is the last day of the objection period. The last day of the objection period is **X, 2024**. Any Objection not filed and served by such date shall be deemed waived.

22. A Class Member may object either on its own or through an attorney hired at that Class Member's own expense, provided the Class Member has not submitted a written Request for Exclusion. An attorney asserting objections on behalf of a Class Member must, no later than the deadline for filing Objections specified in Paragraph 21 of this Order, file a notice of appearance

with the Clerk of Court and serve a copy of such notice on Class Counsel and Tyco's Counsel at the addresses set forth in the Notice.

23. Any Class Member who fully complies with the provisions of Paragraph 9.5 of the Settlement Agreement and Paragraphs 20 through 22 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 Class Member who fails to comply with the provisions of Paragraph 9.5 of the Settlement Agreement and Paragraphs 20 through 22 of this Order shall waive and forfeit any and all objections the Class Member may have asserted.

24. 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. Requests for Exclusion may be withdrawn at any time prior to the Final Fairness Hearing. However, the withdrawal of a Request for Exclusion does not permit a Person to assert new Objections nor revive previously asserted Objections.

25. No later than **X**, **2024**, the Special Master shall prepare and file with the Court, and serve on Class Counsel and Tyco's Counsel, a list of all Persons who have timely filed and served Requests for Exclusion or Objections.

VI. FINAL FAIRNESS HEARING

26. A Final Fairness Hearing shall take place on the **Xth day of X, 2024 at 10 o'clock in the a.m.**, U.S. Court House, 85 Broad St., Charleston, South Carolina, 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 Class Member from asserting or pursuing any Released Claim against any Released Person in any forum as provided in Paragraph 9.9 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.

27. Class Counsel shall file a motion for attorneys' fees, costs, and Class Representative service awards no later than **X**, **2024**.

28. Class Counsel and Tyco's Counsel shall file any papers in support of Final Approval of the Settlement Agreement, and any responses to any Objections, no later than **X**, **2024**.

VII. STAY ORDER AND INJUNCTION

29. 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 after the Final Fairness Hearing, the stay and injunction shall not apply to any Person who has filed (and not withdrawn) a timely and valid Request for Exclusion. This Paragraph also shall not apply to any lawsuits brought by a State or the federal government in any forum or jurisdiction. The stay and injunction 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). All statutes of limitations, statutes of repose, or other limitations period imposed by any jurisdiction in the United States are tolled to the extent permitted by law with respect to each Released Party for any Claim of a Releasing Party that is subject to the stay and injunction provisions of this Paragraph from (i) Settlement/Execution Date until (ii) thirty (30) calendar days after the stay and injunction provisions cease to apply to such Claim under the terms of this Paragraph, after which the running of all applicable statutes of limitations, statutes of repose, or other limitations periods shall recommence. Nothing in the foregoing sentence shall affect any arguments or defenses existing as of the entry of this Order, including but not limited to any prior defenses based on the timeliness of the Claims such as defenses based on statutes of limitation and statutes of repose.

VIII. OTHER PROVISIONS

30. 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).

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

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

33. Steven Weisbrot, Angeion Group, is appointed to serve as the Notice Administrator.

34. Edward J. Bell, Rubris Inc., is appointed to serve as the Opt Out Administrator.

35. 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.

36. 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 Tyco as provided for in Paragraphs 9.11, 9.12, 9.13 or 10.4 of the Settlement Agreement, as applicable. In such event, Tyco 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 Class Member cannot be raised as a defense to their claims.

37. The deadlines set forth in Paragraphs 14, 16, 21, and 25 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 Class Members, except that notice of any such extensions or adjournments shall be posted on a website maintained by the Claims Administrator, as set forth in the Notice.

38. Class Counsel, Tyco's Counsel, the Special Master, the Notice Administrator, the Opt Out 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.

39. Class Counsel and Tyco's 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 Eligible Claimants, 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.

40. 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 _____, 2024.

s/ Richard Mark Gergel
The Honorable Richard M. Gergel
United States District Judge

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**
	)	**This Document relates to:**
	)	*City of Camden, et al. v. Tyco Fire Products LP*, No. 2:24-cv-XXXX-RMG

SETTLEMENT AGREEMENT FOR WATER SYSTEMS

This Settlement Agreement (including its Exhibits) is entered into, subject to Final Approval of the Court, as of April 12, 2024 (the "Settlement Date"), by and among the Class Representatives and Tyco Fire Products LP ("Tyco"), as those parties are further defined below.

1. RECITALS

1.1. WHEREAS, Congress enacted the Safe Drinking Water Act ("SDWA"), 42 U.S.C. §§ 300f to 300j-27, to help ensure that the public is provided with safe Drinking Water, and the SDWA or other federal or state regulations may require Public Water Systems to monitor and treat their water supplies;

1.2. WHEREAS, this Settlement Agreement is intended to address Public Water Systems' Claims regarding alleged PFAS-related harm to Drinking Water and associated financial burdens, including Public Water Systems' potential costs of monitoring, treating, or remediating PFAS in Drinking Water;

1.3. WHEREAS, Class Members are Public Water Systems that have asserted or could assert potential Claims against Tyco related to PFAS in water supplies;

1.4. WHEREAS, Interim Class Counsel and Tyco's Counsel have engaged in extensive, arms-length negotiations, and have—subject to the Final Approval of the Court as provided for herein—reached an agreement to settle and release Class Members' PFAS-related Claims against Tyco in exchange for payment and subject to the terms and conditions set forth below;

1.5. WHEREAS, Class Representatives and Interim Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses to those Claims, and the applicable law, and 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 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 Class Members, and further, that Class Representatives and Interim Class Counsel

consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Class Members; and

1.6. WHEREAS, Tyco, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted or that could be asserted in the Litigation, either on its part or on the part of any of the Released Parties, and while continuing to specifically deny and dispute the scientific, medical, factual, and other bases asserted in support of those Claims, has nevertheless concluded that it will enter into this Settlement Agreement in order to, among other things, avoid the expense, inconvenience, and distraction of further litigation.

2. DEFINITIONS

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

2.1. "Active Public Water System" means a Public Water System whose activity status field in SDWIS states that the system is "Active."

2.2. "AFFF" means aqueous film-forming foam containing PFAS.

2.3. "Agreement" means this Settlement Agreement.

2.4. "Allocated Amount" means the portion of the total Settlement Funds payable to each Qualifying Class Member.

2.5. "Allocation Procedures" means the process, specified in Exhibit A, for fairly dividing the Settlement Funds to determine the amount payable to each Qualifying Class Member from the Qualified Settlement Fund.

2.6. "Business Day" means a 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).

2.7. "Claim" means any past, present or future claim—including counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, injuries, 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 constitutional or common law, statute, regulation, guidance, ordinance, contract, 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, compensatory damages, consequential damages, incidental damages, nominal damages, economic loss, 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, whether direct, representative, derivative, class or individual in nature. It is the intention of this Agreement that the definition of "Claim" be as broad, expansive, and inclusive as possible.

2.8. "Claim-Over" has the meaning set forth in Paragraph 12.7 of this Settlement Agreement.

2.9. "Claims Administrator" means the independent neutral third-party Person(s) selected and Court-appointed pursuant to Paragraph 8.4 of this Settlement Agreement who is responsible for reviewing, analyzing, and approving Claims Forms, and allocating and distributing the Settlement Funds fairly and equitably among all Qualifying Class Members pursuant to the Allocation Procedures described in Exhibit A.

2.10. "Claims Form" means the paper or online document, in a form substantially similar to the one attached as Exhibit B, that Class Members are required to use to receive a payment under this Settlement Agreement as described in Paragraph 11.3 of this Settlement Agreement and in the Allocation Procedures described in Exhibit A. The term "Claims Form" may refer to any of four (4) separate forms: the Action Fund Claims Form; the Supplemental Claims Form; the Special Needs Fund Claims Form; or the Interrelated Drinking Water System Claims Form addendum.

2.11. "Claims Period" means the time during which a Class Member may submit a Claim Form.

2.12. "Class Counsel" means, subject to appointment by the Court, Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, New York 10038; Scott Summy and the law firm of Baron & Budd, P.C., 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; and Joseph F. Rice and the law firm of Motley Rice LLC, 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464.

2.13. "Class Member" means an Eligible Claimant that does not opt out of the Settlement Class. It is the intention of this Agreement that the definition of "Class Member" be as broad, expansive, and inclusive as possible.

2.14. "Class Representative" means, collectively, California Water Service Company (California); City of Benwood (West Virginia); City of Brockton (Massachusetts); City of Camden Water Services (New Jersey); City of Delray Beach (Florida); City of Freeport (Illinois); City of Sioux Falls (South Dakota); Coraopolis Water & Sewer Authority (Pennsylvania); Dalton Farms Water System (New York); Martinsburg Municipal Authority (Pennsylvania); South Shore (Kentucky); Village of Bridgeport (Ohio); and Township of Verona (New Jersey), and/or other or different Persons as may be appointed by the Court as representatives of the Settlement Class.

2.15. "Common Benefit Holdback Assessment" means the holdback assessment under Case Management Order No. 3 entered by the MDL Court on April 26, 2019. Such Order requires a holdback assessment of six percent (6%) of the amount of any settlement to be allotted for common benefit attorneys' fees and three percent (3%) of the amount of any settlement to be allotted for reimbursement of permissible common benefit costs and expenses.

2.16. "Community Water System" means a Public Water System that serves at least fifteen (15) service connections used by year-round residents or regularly serves at least twenty-five (25) year-round residents, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(15), and 40 C.F.R. Part 141. A "Community Water System" shall include the owner and/or operator of that system.

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

2.18. "Covenant Not to Sue" has the meaning set forth in Paragraph 12.4 of this Settlement Agreement.

2.19. "Dismissal" has the meaning set forth in Paragraph 12.6 of this Settlement Agreement.

2.20. "Drinking Water" means water provided for human consumption (including uses such as drinking, cooking, and bathing), consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C.§§ 300f to 300j-27. Solely for purposes of this Agreement, the term "Drinking Water" includes raw or untreated water that a Public Water System has drawn or collected from a Water Source so that the water may then (after any treatment) be provided for human consumption, but does not include raw or untreated water that is not drawn or collected from a Water Source. It is the intention of this Agreement that the definition of "Drinking Water" be as broad, expansive, and inclusive as possible.

2.21. "Effective Date" means the date that occurs five (5) Business Days after the date of Final Judgment.

2.22. "Eligible Claimant" means an Active Public Water System that qualifies as a member of the Settlement Class. It is the intention of this Agreement that the definition of "Eligible Claimant" be as broad, expansive, and inclusive as possible.

2.23. "Escrow Agent" has the meaning set forth in Paragraph 7.1.2 of this Settlement Agreement.

2.24. "Escrow Agreement" means the agreement by and among Class Counsel, Tyco, the Escrow

Agent, and the Special Master attached as Exhibit C to this Settlement Agreement.

2.25. "Exhibits" means Exhibits A through Q, attached to and incorporated by reference in this Settlement Agreement.

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

2.27. "Final Fairness Hearing" means the Court hearing in which any Class Member that wishes to object to the fairness, reasonableness, or adequacy of the Settlement will have an opportunity to be heard, provided that the Class Member complies with the requirements for objecting to the Settlement as set out in Paragraphs 9.4 through 9.5.3 of this Settlement Agreement. The date of the Final Fairness Hearing shall be set by the Court and communicated to all Eligible Claimants in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).

2.28. "Final Judgment" means that the judgment with respect to Released Parties in this action has become final, which shall be the earliest date on which all the following events shall have occurred: (1) the Settlement is approved in all respects by the Court as required by Federal Rule of Civil Procedure 23(e); (2) the Court enters a judgment that terminates this action with respect to Released Parties and satisfies the requirements of Federal Rule of Civil Procedure 58; and (3) the time for appeal of the Court's approval of this Settlement and entry of the final order and judgment with respect to Tyco under Federal Rule of Appellate Procedure 4 has expired or, if appealed, approval of this Settlement has been affirmed by the court of last resort to which such appeal (or petition for a writ of certiorari) has been taken and such affirmance has become no longer subject to further review by the court of appeals (Federal Rule of Appellate Procedure 40) or by the Supreme Court (U.S. Supreme Court Rule 13), or the appeal or petition is voluntarily dismissed (Federal Rule of Appellate Procedure 42 or U.S. Supreme Court Rule 46).

2.29. "Impacted Water Source" means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

2.30. "Interim Class Counsel" means Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, P.C., 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; and Joseph F. Rice and the law firm of Motley Rice LLC, 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464.

2.31. "Litigation" means collectively all MDL Cases in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination, as well as any currently pending litigation in the United States of America in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination.

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

2.33. "Measurable Concentration" means the lower of a concentration equal to or greater than the limit of detection of the analytical method used (regardless of whether that limit is higher than, lower than, or equal to any limit established for any purpose by federal or state law) or one part per trillion (one nanogram per liter).

2.34. "Non-Class Potable Water" means water in any active privately owned well providing potable water for human consumption that is not owned or operated by a Releasing Party or water in any active facility or equipment providing potable water for human consumption that is not owned or operated by a Releasing Party, so long as the fate and transport of PFAS released into groundwater poses a threat to such water.

2.35. "Non-Transient Non-Community Water System" means a Public Water System that is not a Community Water System and that regularly serves at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141. A "Non-Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.36. "Notice" means the Court-approved notice to Eligible Claimants that is substantially similar to the form attached as Exhibit D.

2.37. "Notice Administrator" means the independent neutral third-party Person(s) selected and Court-appointed pursuant to Paragraph 8.1 of this Settlement Agreement who is responsible for administering the Notice Plan.

2.38. "Notice Plan" means the plan for distribution of the Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit E to this Settlement Agreement and is subject to Court approval as set forth in Paragraphs 8.2 and 9.2 of this Settlement Agreement.

2.39. "Objection" has the meaning set forth in Paragraph 9.4 of this Settlement Agreement.

2.40. "Opt Out" or "Request for Exclusion" has the meaning set forth in Paragraph 9.6 of this Settlement Agreement.

2.41. "Opt Out Administrator" has the meaning set forth in Paragraph 8.5 of this Settlement Agreement.

2.42. "Order Granting Final Approval" means the order entered by the Court approving the terms and conditions of this Settlement Agreement, including the manner and timing of providing Notice and certifying a Settlement Class.

2.43. "Order Granting Preliminary Approval" means the order entered by the Court conditionally approving the terms and conditions of this Settlement Agreement, including the conditional certification of the proposed Settlement Class, the manner and timing of providing Notice, the period for filing Objections or Requests for Exclusion, and the date of the Final Fairness Hearing. Class Representatives will submit to the Court a proposed Order Granting Preliminary Approval in the form attached as Exhibit G.

2.44. "Parties" means Tyco, Class Representatives, and Class Members. To the extent that Tyco, Class Representatives, and Class Members discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

2.45. "Party" means any of the Parties.

2.46. "Person" means a natural person, corporation, company, association, limited liability company, partnership, limited partnership, joint venture, affiliate, any other type of private entity, a county, municipality, any other public or quasi-public entity, or their respective spouse, heir, predecessor, successor, executor, administrator, manager, operator, representative, or assign.

2.47. "PFAS" means, solely for purposes of this Agreement, any per- or poly-fluoroalkyl substance that contains at least one fully fluorinated methyl or methylene carbon atom (without any hydrogen, chlorine, bromine, or iodine atom attached to it). It is the intention of this Agreement that the definition of "PFAS" be as broad, expansive, and inclusive as possible.

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

2.49. "Public Water System" means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act 42 U.S.C § 300f(4)(A) and 40 C.F.R. Part 141. The term "Public Water System" 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. Solely for purposes of this Settlement Agreement, 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, the owner and/or operator of such Public Water Systems, 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. It is the intention of this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

2.50. "Qualified Settlement Fund" has the meaning set forth in Paragraph 6.1 of this Settlement Agreement and shall be established within the meaning of Treas. Reg. § 1.468B-1 for purposes of receiving the Settlement Funds as set forth in this Settlement Agreement.

2.51. "Qualifying Class Member" means a Class Member that has submitted a Claims Form

satisfying the requirements of Paragraph 11.3 of this Settlement Agreement.

2.52. "Qualifying Test Result" means any result of a test conducted by or at the direction of a Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the 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 Class Member's Public Water System.

2.53. "Release" or "Released Claims" has the meaning set forth in Paragraph 12.1 and Section 12 of this Settlement Agreement.

2.54. "Released Parties" or "Tyco" means Tyco Fire Products LP and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by Tyco in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity, including without limitation Chemguard, Inc., WillFire HC, LLC (d/b/a Williams Fire and Hazard Control), Johnson Controls International plc, Johnson Controls, Inc., Johnson Controls Fire Protection, LP, Central Sprinkler LLC, Tyco International Management Company, LLC, Tyco Fire & Security US Holdings LLC, Tyco Fire and Security (US) Management, LLC, Johnson Controls US Holdings LLC, JIH S.à.r.l., Johnson Controls Luxembourg European Finance S.à.r.l., Tyco International Finance S.A., Tyco International Holding S.à.r.l., Tyco Fire & Security S.à.r.l., Tyco Fire & Security Finance S.C.A., and Fire Products GP Holding, LLC. It is the intention of this Agreement that the definition of "Released Parties" or "Tyco" be as broad, expansive, and inclusive as possible.

2.54.1. Solely for the purposes of this Settlement Agreement, Released Parties shall also include ChemDesign Products, Inc. ("ChemDesign") and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by ChemDesign in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity, *provided however*, that the Release and the Released Claims apply to ChemDesign only to the extent a Claim against ChemDesign arises out of or relates in any way to ChemDesign's work with or for Tyco.

2.55. "Releasing Parties" means (a) Class Representatives and Class Members; (b) other than a State or the federal government, each of their respective past, present, or future, direct or indirect, affiliated business entities, affiliates, agencies, assigns, boards, commissions, departments, districts, divisions, entities, institutions, instrumentalities, owners, parents, partners, predecessors, subdivisions, subsidiaries, and successors, in their official or corporate capacity; (c) other than a State or the federal government, any past, present, or future administrators, agents, attorneys, board members, counsel, directors, employees, executors, heirs, insurers, managers, members, officers (elected or appointed), predecessors, principals, servants, shareholders, subrogees, successors, trustees, water-system operators, and assignees or other representatives, of any of the foregoing in their official or corporate capacity; (d) any Person, other than a State or the federal government, acting in privity with or acting on behalf of or in concert with 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 Class Member or its Public Water System or that has authority to bring a claim on behalf of a Class Member or seek recovery for alleged harm to a Class Member, its Public Water System, or the Public Water System's ability to provide safe or compliant Drinking Water; (f) any Person, other than a State or the federal government, acting on behalf of or in concert with a Class Member to prevent PFAS from entering a Class Member's Public Water System or to seek recovery for alleged harm to a Class Member, its Public Water System or the Public Water System's ability to provide safe or compliant Drinking Water; and (g) any Person, other than a State or the federal government, for which a Class Member has the authority to provide a binding release. It is the intention of this Agreement that the definition of "Releasing Parties" be as broad, expansive, and inclusive as possible.

2.56. "Releasing Party's Public Water System" means the Public Water System that has an Impacted Water Source as of May 15, 2024 and does not Opt Out.

2.57. "Required Participation Threshold" has the meaning set forth in Section 10 of this Settlement Agreement.

2.58. "SDWIS" means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of May 15, 2024.

2.59. "Settlement" means the settlement of the Released Claims against the Released Parties that is provided for by this Settlement Agreement.

2.60. "Settlement Agreement" means this document which describes the Settlement between and among the Class Representatives and Tyco, and any related Exhibits, including, without limitation, the Allocation Procedures, Claims Forms, Notice and the Parties' Joint Interpretive Guidance documents.

2.61. "Settlement Amount" means seven hundred and fifty million dollars ($750,000,000.00).

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

2.63. "Settlement Date" means the date on which the Class Representatives and Tyco execute this Settlement Agreement.

2.64. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund paid by Tyco pursuant to this Settlement Agreement and any interest that accrues thereon.

2.65. "Special Master" means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 8.7 of this Settlement Agreement who is responsible for overseeing the work of the Notice Administrator, the Opt Out Administrator and the Claims Administrator, providing guidance throughout the allocation and distribution process, and determining appeals and/or other disputes that may arise in the course of the Notice Administrator and Claims Administrator executing their duties.

2.66. "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.

2.67. "Summary Notice" means the Court-approved summary of the Notice to Eligible Claimants that is substantially similar to the form attached as Exhibit F.

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

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

2.70. "Transient Non-Community Water System" means a Public Water System that is not a Community Water System and that does not regularly serve at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141. A "Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.71. "Tyco's Counsel" means:

Joseph G. Petrosinelli
Liam J. Montgomery
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
(202) 434-5000
jpetrosinelli@wc.com
lmontgomery@wc.com

2.72. "Tyco Fire Products LP" or "Tyco" have the same meaning as "Released Parties" except insofar as ChemDesign is included as a Released Party in accordance with Paragraph 2.54.1.

2.73. "UCMR-5" means the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule and all monitoring and testing conducted pursuant to that Rule.

2.74. "United States of America" means the United States of America, including the states and the District of Columbia, its territories, and possessions, the Commonwealth of Puerto Rico, and other areas subject to its jurisdiction.

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

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

2.77. "Water Source" means a groundwater well, a surface water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water and the raw or untreated water that is thus drawn or collected. Solely for purposes of the Allocation Procedures described in Exhibit A, (i) a Public Water System's multiple intakes from one distinct surface-water source are deemed to be a single Water Source so long as the intakes supply the same water treatment plant; (ii) a Public Water System's intakes from multiple distinct surface-water sources, or 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 Water Source; and (iii) a Public Water System's multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) that supply multiple water treatment plants are deemed to each be a separate Water Source.

3. SETTLEMENT AGREEMENT OVERVIEW

3.1. **Settlement Consideration**. Subject to the Walk-Away Right, Tyco shall make or cause to be made payments that total the Settlement Amount of $750,000,000.00 in accordance with this Settlement Agreement and the Payment Schedule in Exhibit H, which will serve as the Qualified Settlement Fund. In exchange, the Released Parties shall receive from the Releasing Parties the Release, Covenant Not to Sue, and Dismissal provided for in this Settlement Agreement. No amounts paid pursuant to this Paragraph 3.1 are in relation to the violation of any civil or criminal law or the investigation or inquiry by any government or governmental entity into the potential violation of any civil or criminal law, within the meaning of Section 162(f)(1) of the Internal Revenue Code of 1986, as amended, and section 1.162-21(a) of the Treasury Regulations thereunder. All amounts paid to Qualifying Class Members pursuant to this Paragraph 3.1 are intended for restitution or remediation (including treatment of contamination of Water Sources and Drinking Water). If a determination were made that a portion of such amounts is in relation to a violation or potential violation of law, that portion constitutes restitution within the meaning of Section 162(f)(2)(A) of the Internal Revenue Code of 1986, as amended and section 1.162-21(a) of the Treasury Regulations thereunder. Class Members and Tyco shall bear their own costs, including all legal expenses and attorneys' fees. All legal expenses and attorneys' fees of Class Members, including the Common Benefit Holdback Assessment paid under Paragraph 9.10, will be paid by Class Members from amounts paid from the Settlement Funds. Except as provided for in Paragraphs 9.10 and 11.2 regarding the payment of attorneys' fees and costs from the Qualified Settlement Fund, no portion of any amount paid under this Agreement constitutes the payment of a fine, penalty, or punitive damages, the disgorgement of profits, reimbursement for litigation or investigation costs or attorneys' fees or costs, or an amount paid in settlement of any Claim for any of the

foregoing; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in paragraphs (2) and (3) of Section 162(f).

3.2. **Release of Claims**. The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Released Claims as against all Released Parties. Upon the Effective Date, all Class Members, on behalf of the Releasing Parties, shall, with respect to each and every one of the Released Claims, release and forever discharge, and shall forever be enjoined from prosecuting, any and all Released Claims against any of the Released Parties as set forth in Section 12.

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). Once a Settlement Class is certified, Class Members that wish to receive a portion of the Settlement Amount may complete and submit a Claims Form, in substantially the same form as that attached as Exhibit B. The Claims Form must be submitted to the Claims Administrator on or before the final date of the relevant Claims Period and must adhere to and follow all other requirements set forth herein and/or by the Claims Administrator, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Funds to Qualifying Class Members pursuant to Paragraphs 6.1 through 7.3, the Allocation Procedures in Exhibit A, and the guidance set forth in the Parties' Joint Interpretive Guidance, attached as Exhibits N through Q.

4. REPRESENTATIONS AND WARRANTIES

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

4.1.1. Each of the Class Representatives is eligible to be and will become a Class Member.

4.1.2. Each of the Class Representatives has received legal advice from Interim 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 (i) a contingency fee agreement with Class Counsel or (ii) a mandatory repayment to any government agency of a grant or loan that financed, in whole or in part, the design, engineering, installation, maintenance, or operation of, or cost associated with any kind of treatment, filtration, or remediation of PFAS by the Class Representative.

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

4.1.5. Each of the Class Representatives, through Interim 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 Agreement after having consulted with Interim 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 Class.

4.1.8. None of the Class Representatives will Opt Out or file an Objection.

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

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

4.2.2. Because Interim Class Counsel believes that the Settlement is in the best interests of each Class Member, they will not solicit, or assist others in soliciting, Eligible Claimants to Opt Out, file an Objection, or otherwise challenge the Settlement.

4.2.3. Interim Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Class Members, including under Case Management Order 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 in Paragraphs 4.1 through 4.1.8 of this Settlement Agreement are true and correct to the best of Class Counsel's knowledge.

4.3. **Tyco's Representations and Warranties.** Tyco represents and warrants to the Class Representatives as follows:

4.3.1. Tyco 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. Tyco is not relying on any statement, representation, omission, inducement, or promise by any Class Representative, any Eligible Claimant, or Interim Class Counsel, except those expressly stated in this Settlement Agreement.

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

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

4.3.5. Tyco 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. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

5.1. **Settlement Class Definition**. For the sole purpose of effectuating this Settlement, Class Representatives and Tyco agree that Class Representatives shall request that the Court certify the following "Settlement Class":

> Every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024.

Excluded from the Settlement Class are the following:

A. The City of Marinette Waterworks, denoted as Water System ID "WI4380395" in the SDWIS; provided, however, that the City of Marinette Waterworks will be included within the Settlement Class if it so requests.

B. Any Public Water System that is owned by a State government and lacks independent authority to sue and be sued.

C. Any Public Water System that is owned by the federal government and lacks independent authority to sue and be sued.

D. Any privately owned well that provides water only to its owner's (or its owner's tenant's) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

6. CONSIDERATION

6.1. **Settlement Amount.** Under the terms of this Settlement Agreement and subject to the Walk-Away Right, Tyco shall pay a total of $750,000,000.00 into an interest-bearing "Qualified Settlement Fund" account at a federally insured financial institution established in accordance with Treasury Regulations § 1.468B-1 et seq., which shall be administered and distributed pursuant to this Sections 6 and 7, and Paragraph 8.10 of this Settlement Agreement, and the Allocation Procedures described in Exhibit A.

6.2. **Notice and Administrative Costs**. Subject to the Common Benefit Holdback Assessment set forth in Paragraph 9.10 (which may be applied at a later date), within ten (10) calendar days after Preliminary Approval, Tyco shall wire transfer two hundred and fifty million dollars ($250,000,000.00) to the Qualified Settlement Fund account, as described in the

Payment Schedule attached as Exhibit H, for ultimate distribution in accordance with this Agreement. If the Qualified Settlement Fund has not been established and approved by the Court by the deadline for such payment, Tyco shall not be obligated to make such payment until ten (10) Business Days after the Qualified Settlement Fund is established and approved by the Court. In no event shall Tyco have any liability whatsoever with respect to the Settlement Funds once they are paid to the Qualified Settlement Fund in accordance with this Agreement and as specified in this Section 6.

6.3. **Use of Qualified Settlement Fund for Notice and Administration Costs**. The Qualified Settlement Fund may be used to fund the provision of Notice pursuant to the Notice Plan and any reasonable fees, costs, or expenses incurred by the Notice Administrator, the Opt Out Administrator, the Claims Administrator, the Special Master, or the Escrow Agent under this Settlement Agreement. The Escrow Agent shall disburse funds for such costs upon the parties' joint written request.

6.4. **Conditions for Settlement Distribution**. Other than as expressly provided for in Paragraph 6.3, the Claims Administrator may not distribute any money to any Person, including any Qualifying Class Member, unless and until (i) the Court has issued an Order Granting Final Approval, (ii) all deadlines, including those set forth in Paragraph 10.3 for Tyco to terminate the Settlement, have passed, and (iii) the Effective Date has passed.

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 9.1 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 Tyco's Counsel 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, Tyco, 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, Tyco, 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. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the sole responsibility of the Special Master to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filings to occur. 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(1) (or any corresponding or similar provision of state, local, or foreign law), (d) obtain from Tyco 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 Tyco transfers 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 will also 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 any information returns and shall timely provide to Tyco any written statements, in each case, collected from Qualifying Class Members. Tyco 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 Tyco transfers the Settlement Amount to the Qualified Settlement Fund. Such returns (as well as the election described in Paragraph 7.2.1) shall be consistent with Paragraphs 7.2.1 through 7.2.4 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be paid out of the Qualified Settlement Fund as provided in Paragraph 7.2.3.

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 Tyco, its insurers, or Tyco's 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 Class Representatives, Tyco, Tyco's Counsel, Tyco's insurers, 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 Tyco, Tyco's insurers, Tyco's Counsel, Class Representatives, or Class Counsel shall be responsible or have any liability therefor.

7.2.4. Tyco makes no representations to Class Members or any other Person concerning any Tax consequences, Tax loss, or Tax treatment of any allocation or distribution of funds to Class Members or any other Person pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures. Class Members make no representations to Tyco or any other Person concerning any Tax consequences, Tax loss, or Tax treatment of any allocation or distribution of funds to Class

Members or any other Person pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedure. Neither Class Members nor Tyco shall have any liability to each other 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 Class Members.

7.3. **Payment of Amounts Remaining in Any Fund.** The Claims Administrator shall pay any money remaining Qualified Settlement Fund as of December 31, 2030, to the Qualifying Class Members, in proportion to the sum of the prior payments that each Qualifying Class Member received from all funds established by this Settlement Agreement.

8. ADMINISTRATION

8.1. **Selection of Notice Administrator**. Within thirty (30) calendar days after the Settlement Date, Interim Class Counsel will retain, subject to consultation with Tyco, a Notice Administrator who shall be formally appointed by the Court. Interim Class Counsel shall propose the following Person, subject to the review of Tyco, to serve as Notice Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Steven Weisbrot
President and Chief Executive Officer
Angeion Group
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

8.2. **Requirements for Notice Administrator.** The Notice Administrator's role shall generally include administering the Notice Plan, which is subject to Court approval as provided in Paragraph 9.1.

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 9.1. 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 administering the Notice Plan.

8.2.3. Any successor to the initial Notice Administrator 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' rights and obligations under the Settlement Agreement.

8.2.5. Tyco, Tyco's Counsel, and Released Parties 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 or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, shall be paid in accordance with Paragraph 6.3.

8.3. **Selection of Claims Administrator**. Interim Class Counsel shall propose the following Person, subject to the review of Tyco, 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
8550 United Plaza Boulevard, Suite #1001
Baton Rouge, LA 70809

8.4. **Requirements for Claims Administrator**. 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 Class Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to this Settlement Agreement and the Allocation Procedures described in Exhibit A.

8.4.1. 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.

8.4.2. The Claims Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Claims Administrator deems to be reasonably necessary to effectuate the administration of claims. Subject to the Court's approval, the Claims Administrator may retain any Person that the Claims Administrator deems to be reasonably necessary to provide assistance in administering the Allocation Procedures described in Exhibit A.

8.4.3. Any successor to the initial Claims Administrator shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.

8.4.4. The Claims Administrator shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement.

8.4.5. Tyco, Tyco's Counsel, and Released Parties shall have no responsibility for supervising the Claims Administrator and are not subject to the authority of the Claims Administrator.

8.4.6. Any decision by the Claims Administrator resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that Tyco owes under

this Settlement Agreement may be reviewed de novo by the Special Master upon written request from any aggrieved Party or Person.

8.4.7. All fees, costs, and expenses incurred in the administration or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid in accordance with Paragraph 6.3.

8.5. **Selection of Opt Out Administrator**. Interim Class Counsel shall propose the following Person to serve as the Opt Out Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Edward J. Bell
Rubris, Inc.
P.O. Box 3866
McLean, VA 22103

8.6. **Requirements for Opt Out Administrator**. The Opt Out Administrator's role shall generally include processing of and reporting on Requests for Exclusion, or "Opt Outs" received, as well as processing of and reporting on any withdrawals of Requests for Exclusion. The Opt Out Administrator will be responsible for determining the compliance of any Request for Exclusion with the terms and conditions of this Settlement. Opt Outs must be submitted by filling out the Request for Exclusion, in substantially the same form as the one attached as Exhibit I, which will be available in an online Opt Out portal to which the Opt Out Administrator, the Notice Administrator, the Claims Administrator, the Special Master, Tyco's Counsel and Class Counsel will have access. Paper copy submissions will also be permitted and must be served on the Opt Out Administrator; within seven (7) days of receipt of a paper copy Request for Exclusion the Opt Out Administrator shall ensure that it is uploaded and accounted for within the Opt Out portal. The Opt Out Administrator will issue report(s) to the recipients identified in Paragraph 9.6 and in accordance with the provisions of Section 10.

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

8.6.2. The Opt Out Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Opt Out Administrator deems to be reasonably necessary for the efficient and timely processing of the Requests for Exclusion, including the performance of assessing compliance of such Requests for Exclusion, and any related reporting. Subject to the Court's approval, the Opt Out Administrator may retain any Person that the Opt Out Administrator deems to be reasonably necessary to assist in the processing of Opt Outs.

8.6.3. Any successor to the initial Opt Out Administrator shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.

8.6.4. The Opt Out Administrator shall have no authority to alter in any way the Parties'

rights and obligations under the Settlement Agreement.

8.6.5. Tyco, Tyco's Counsel, and Released Parties shall have no responsibility for supervising the Opt Out Administrator and are not subject to the authority of the Opt Out Administrator.

8.6.6. Any determination by the Opt Out Administrator that could, directly or indirectly, impact any payment that Tyco owes under this Settlement Agreement shall be reviewable by the Special Master.

8.6.7. All fees, costs, and expenses incurred in the administration or work by the Opt Out Administrator, including fees, costs, and expenses of the Opt Out Administrator, shall be paid in accordance with Paragraph 6.3.

8.7. **Selection of Special Master**. Interim Class Counsel shall propose the following Person to serve as Special Master, who shall be formally appointed by the Court pursuant to Federal Rule of Civil Procedure 53:

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

8.8. **Requirements for Special Master**. The Special Master's role shall generally include administration of the proposed Settlement by overseeing the work of the Notice Administrator, the Opt Out Administrator and the Claims Administrator, and in providing quasi-judicial intervention if and/or when necessary.

8.8.1. 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.

8.8.2. 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 effectuating the Settlement.

8.8.3. Any successor to the initial Special Master shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor to date.

8.8.4. The Special Master shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement absent express written agreement by the Parties.

8.8.5. Tyco, Tyco's Counsel, and Released Parties are not subject to the authority of the Special Master.

8.8.6. Any decision by the Special Master resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that Tyco owes under this Settlement Agreement may be reviewed de novo by the Court upon written request from any aggrieved Party or Person. The Court's judgments shall be final, binding, and nonreviewable, except to the extent that they impact the size or timing of any payment that Tyco owes under this Settlement Agreement.

8.8.7. Pursuant to Federal Rule of Civil Procedure 53(f), Class Representatives and Tyco agree that any objection to the Special Master's factual findings, legal conclusions (including interpretations of this Settlement Agreement), or rulings on procedural matters that is reviewed by the Court must be decided de novo.

8.8.8. All fees, costs, and expenses incurred in the administration or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid solely from the Qualified Settlement Fund.

8.9. **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, shall be paid in accordance with Paragraph 6.3.

8.10. **Allocation**. The Settlement Funds shall be allocated pursuant to the Allocation Procedures described in Exhibit A.

9. APPROVAL AND NOTICE

9.1. **Preliminary Approval**. Within fourteen (14) calendar days after the Settlement Date, Class Representatives shall submit to the Court a motion seeking (a) certification, for settlement purposes only, of the Settlement Class as defined in Paragraph 5.1; (b) Preliminary Approval of the Settlement; (c) approval of Notice (attached as Exhibit D); (d) approval of the Notice Plan (attached as Exhibit E); (e) approval of the Summary Notice (attached as Exhibit F); (f) appointment of Class Counsel; (g) appointment of the Notice Administrator; (h) appointment of the Claims Administrator; (i) appointment of the Opt Out Administrator; (j) appointment of the Escrow Agent; (k) approval of the Escrow Agreement; (l) establishment of the Qualified Settlement Fund; and (m) appointment of the Special Master.

9.2. **Notice**.

9.2.1. The Notice process shall commence no later than fourteen (14) calendar days after the entry of the Order granting Preliminary Approval. Notice shall be provided by the Notice Administrator to Eligible Claimants by first-class U.S. mail where available and by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23, incorporate the elements suggested by the Federal Judicial Center, and describe the aggregate Settlement Funds, the consideration described in Section 6, and the Allocation Procedures described in Exhibit A. Class Representatives and Tyco will agree in writing on the form and content of the Notice and Claims Forms, consistent with Exhibit D and Exhibit B, respectively.

9.2.2. The Notice of the Settlement shall explain that each Eligible Claimant must specify if it (i) objects to the Settlement, as described in Paragraphs 9.4 through 9.5.3, or (ii) wishes to opt out of the Settlement, as described in Paragraphs 9.6 through 9.7.3. The Notice must explain that any Eligible Claimant that does not opt out will be required to test (or to recently have tested) all its Water Sources for PFAS, as described in Exhibit A, and to submit all PFAS test results to the Claims Administrator, as described in Exhibit A and Paragraph 11.3. The Notice must explain that any Eligible Claimant that fails to respond to the Notice will become a Class Member and have its Claims released as described in Section 12.

9.3. **CAFA Notice**. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), Tyco, or the Notice Administrator on Tyco's behalf, shall serve notice of the Settlement via first-class U.S. mail on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Settlement Agreement with the Court.

9.4. **Objections to Settlement**. Any Eligible Claimant that 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 Tyco and Class Counsel in accordance with Federal Rule of Civil Procedure 5.

9.5. Any Objection must be properly filed and 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 sixty (60) days after the date Notice is mailed.

9.5.1. 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 Eligible Claimant and must provide:

9.5.1.1. the Eligible Claimant's SDWIS ID;

9.5.1.2. an affidavit or other proof of the Eligible Claimant's standing;

9.5.1.3. the name, address, telephone and facsimile numbers, and email address (if available) of the filer and the Eligible Claimant;

9.5.1.4. the name, address, telephone and facsimile numbers, and email address (if available) of any counsel representing the Eligible Claimant;

9.5.1.5. all objections asserted by the Eligible Claimant and the specific reasons for each objection, including all legal support and evidence the Eligible Claimant wishes to bring to the Court's attention;

9.5.1.6. an indication as to whether the Eligible Claimant wishes to appear at the Final Fairness Hearing; and

9.5.1.7. the identity of all witnesses the Eligible Claimant may call to testify.

9.5.2. Any Eligible Claimant may object either on its own or through any attorney hired at its own expense. If an Eligible Claimant 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 Tyco's Counsel and Class Counsel in accordance with Federal Rule of Civil Procedure 5 within the same period.

9.5.3. Any Eligible Claimant that complies with the provisions of Paragraphs 9.4 through 9.5.3 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 Eligible Claimant that fails to comply with the provisions of Paragraphs 9.4 through 9.5.3 shall waive and forfeit any and all rights and objections the Eligible Claimant may have asserted, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments with respect to the Settlement.

9.6. **Opt Outs**. Any Eligible Claimant that wishes to opt out of the Settlement must complete a Request for Exclusion, in a form substantially similar to the one attached as Exhibit I. The Request for Exclusion form will be available online and allow for electronic submission to the Notice Administrator, the Special Master, the Opt Out Administrator, the Claims Administrator, Tyco's Counsel, and Class Counsel. Submission of paper Request for Exclusion forms will be permitted and must be served on the Opt Out Administrator in accordance with Federal Rule of Civil Procedure 5.

9.7. Any Requests for Exclusion must be properly submitted to the Opt Out Administrator 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 submitted at any time prior to the Final Fairness Hearing and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions. The submission of a Request for Exclusion shall have the effect of waiving and forfeiting any and all objections that were or could have been asserted. The withdrawal of a Request for Exclusion does not permit a Person to assert new objections nor revive previously asserted objections.

9.7.1. Any Eligible Claimant that submits a timely and valid Opt Out shall not (i) be bound by this Settlement Agreement, or by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but shall continue to be bound by other orders entered in the Litigation, including any protective order); (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.

9.7.2. Any Eligible Claimant that does not submit a timely and valid Opt Out (or submits and then withdraws its Opt Out) submits to the jurisdiction of the Court and shall waive and forfeit any and all rights and objections the Eligible Claimant may have asserted, and shall be bound by all the terms of the Settlement Agreement and by

all proceedings, orders, and judgments with respect to the Settlement.

9.7.3. No "mass" or "class" Opt Out shall be valid, and no Eligible Claimant may submit an Opt Out on behalf of any other Eligible Claimant or Class Member.

9.8. **The Final Fairness Hearing.** On the date and time set by the Court, the Class Representatives and Tyco shall participate in the Final Fairness Hearing and will reasonably cooperate with one another to obtain an Order Granting Final Approval, with Class Counsel, on behalf of the Class Representatives, expressly moving for Final Approval.

9.9. **Entry of Order Granting Final Approval**. At the Final Fairness Hearing, the Class Representatives will request that the Court: (a) enter an Order Granting Final Approval in accordance with this Settlement Agreement; (b) conclusively certify the Settlement Class; (c) overrule or otherwise resolve any Objections; (d) make a final determination that notice was adequate; (e) approve the Settlement Agreement as final, fair, good faith, reasonable, adequate, and binding on all Class Members; (f) dismiss this action with prejudice; and (g) permanently enjoin any Class Member from bringing any proceeding against any Released Party in any court. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a Class fee consisting of a portion of the Settlement Funds and for reimbursement of Class costs and expenses. That application shall be filed not less than twenty (20) calendar days before Objections are due pursuant to Paragraph 9.5. Subject to Class Counsel's application for attorneys' fees and costs, and in accordance with the Order Granting Final Approval, the Special Master, after consulting with the Claims Administrator, shall distribute attorneys' fees and costs approved by the Court (including expert witness fees, consultants' fees, and litigation expenses; any Court-approved class representative service awards; and the cost of class notice and class administration) from the Qualified Settlement Fund. Any attorneys' fees and costs paid to Class Counsel from the Settlement Funds shall be paid only to the extent awarded by the Court, subject to holdback provisions, if any, and not before the Court has entered the Order Granting Final Approval and dismissed this action with prejudice, with no appeals pending or possible.

9.10. **Attorneys' Fees, Costs, and Expenses**. Class Counsel intend to file a motion for a Class award of attorneys' fees and costs to be paid from the Qualified Settlement Fund in lieu of the Common Benefit Holdback Assessment. Any Class award must be approved by the Court and shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Fund is distributed to Class Members, upon production to the Escrow Agent of a copy of the order, on or after such date as the award may become payable under the Court's order. Tyco has no obligation for any such award other than its payment obligations under this Settlement Agreement. For avoidance of doubt, any award of attorneys' fees or costs shall be paid from the Settlement Funds; no Released Party shall pay for any attorneys' fees, costs, or expenses for Class Counsel separate from or in addition to the Settlement Funds. Class Counsel further recognize the Common Benefit Holdback Assessment provisions in Case Management Order No. 3, and intend to request that they continue to apply to any future individual or private settlements.

9.11. **Effect of Failure of Final Approval**. If the Court declines or fails to enter an Order

Granting Final Approval in accordance with the terms of this Settlement Agreement, the parties shall proceed as follows:

9.11.1. If the Court declines to enter the Order Granting Final Approval as provided for in this Settlement Agreement, the Litigation against any Released Party will resume unless within thirty (30) calendar days the parties mutually agree in writing to (a) seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval; (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.

9.11.2. If the Litigation against any Released Party resumes or the parties seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval and such reconsideration or appellate review is denied, this Settlement Agreement shall thereupon terminate.

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

9.12. **Effect of Failure of Order Granting Final Approval to Become a Final Judgment**. If the Order Granting Final Approval does not become a Final Judgment because an appeal is taken of the Order Granting Final Approval, the parties shall proceed as follows:

9.12.1. If the Order Granting Final Approval is reversed or vacated by the appellate court, the Litigation against any Released Party will resume within thirty (30) calendar days unless the parties mutually agree in writing to (a) seek further reconsideration or appellate review of the decision reversing or vacating the Order Granting Final Approval; and/or (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement.

9.12.2. If the Litigation against any Released Party resumes or the parties seek further reconsideration or appellate review of the appellate decision reversing or vacating the Order Granting Final Approval and such further reconsideration or appellate review is denied, this Settlement Agreement shall thereupon terminate.

9.12.3. If, for any reason, the Settlement does not become subject to Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have

consented to certification of any class, and Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, if the Settlement does not become subject to Final Judgment, then the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to their Claims.

9.13. **Termination Refund.** If the Agreement terminates for any reason, the Escrow Agent shall, within fourteen (14) calendar days of receiving written notice of termination from Tyco, repay to Tyco the amount paid into the Qualified Settlement Fund (including any interest accrued thereon) less Court-approved costs of the notice, administrative and other similar costs actually paid or due and payable from the Qualified Settlement Fund as of the date on which the Escrow Agent receives the notice.

10. REQUIRED PARTICIPATION THRESHOLD AND TERMINATION

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

10.1.1. **Community Water Systems.** With respect to Community Water Systems, timely and valid Requests for Exclusion from the Settlement Class are received from:

a) More than Threshold A of such Community Water Systems that serve 1,000,001 or more people; or

b) More than Threshold B of such Community Water Systems that serve 500,001 to 1,000,000 people; or

c) More than Threshold C of such Community Water Systems that serve 250,001 to 500,000 people; or

d) More than Threshold D of such Community Water Systems that serve 100,001 to 250,000 people; or

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

f) More than Threshold F of such Community Water Systems that serve 3,301 to 10,000 people; or

g) More than Threshold G of such Community Water Systems that serve 501 to 3,300 people; or

h) More than Threshold H of such Community Water Systems that serve 500 or fewer people.

10.1.2. **Non-Transient Non-Community Water Systems.** With respect to Non-Transient Non-Community Water Systems that are part of the Settlement Class

under Paragraph 5.1, timely and valid Requests for Exclusion from the Settlement Class are received from:

a) More than Threshold I of such Non-Transient Non-Community Water Systems that serve 500,001 or more people; or

b) More than Threshold J of such Non-Transient Non-Community Water Systems that serve 100,001 to 500,000 people; or

c) More than Threshold K of such Non-Transient Non-Community Water Systems that serve 10,001 to 100,000 people; or

d) More than Threshold L of such Non-Transient Non-Community Water Systems that serve 3,301 to 10,000 people.

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 Exhibit M, the separate letter agreement between Class Counsel and Tyco 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 has authority to bring a Claim on behalf of a Class Member Public Water System.

10.3. **Process for Exercising or Waiving the Walk-Away Right.** The Opt Out Administrator, the Notice Administrator, the Claims Administrator, the Special Master, Tyco's Counsel and Class Counsel will have access to each Request for Exclusion that an Eligible Claimant timely and properly submits via the Opt Out portal or by paper submission. Within fourteen (14) calendar days after receiving the last such Request for Exclusion, the Special Master shall determine whether all twelve (12) parts of the Required Participation Threshold have been satisfied and shall inform the parties of this determination. If the Special Master determines and informs the parties that all parts of the Required Participation Threshold have been satisfied, and Tyco in good faith agrees with that determination, Tyco shall, as soon as reasonably possible and in any event no later than twenty-one (21) calendar days after receiving the Special Master's determination, file with the Special Master and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written notice that Tyco's Walk-Away Right was not triggered. If the Special Master determines and informs the parties that some or all parts of the Required Participation Threshold have not been satisfied, or if Tyco in good faith disagrees with a determination by the Special Master that all parts of the Required Participation Threshold have been satisfied, Tyco may, in its sole discretion, no later than fourteen (14) calendar days after receiving the Special Master's determination, file with the Special Master, the Opt Out Administrator, and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written

notice that Tyco is either (i) exercising its Walk-Away Right or (ii) waiving its Walk-Away Right.

10.4. **Effect of Exercising the Walk-Away Right.** If Tyco files and serves a written notice exercising its Walk-Away Right in accordance with Paragraph 10.3, this Settlement Agreement shall thereupon terminate, and this Settlement Agreement, Tyco's obligations under it, and all Releases shall become null and void, without prejudice to the ability of each Party, at its own sole option and discretion, to attempt to negotiate a settlement on different terms. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to its Claims.

10.5. **Effect of Waiving the Walk-Away Right.** If, in accordance with Paragraph 10.3 Tyco filed and serves a written notice stating that its Walk-Away Right was either waived or not triggered, within five (5) Business Days thereafter, the parties shall submit a joint stipulation to the Court requesting a stay of all proceedings against Released Parties in any action designated as a Tier One or Tier Two bellwether case under Case Management Order Nos. 13, 19, and 27 in the MDL Cases (and their related follow-on Case Management Orders, including the actions identified in Exhibit J). In the event the Court enters an Order designating additional actions brought by Public Water Systems as bellwether cases before the Effective Date or termination of the Settlement, the parties shall submit a joint stipulation requesting a stay of all proceedings against Released Parties in those additional actions within five (5) Business Days after entry of that Order. The parties shall request that any stay of proceedings remain in place until either (a) Dismissal pursuant to Paragraph 12.6; or (b) the Settlement is terminated pursuant to Paragraph 9.11, 9.12 or 10.3. Where a stay of proceedings is terminated because the Settlement is terminated pursuant to Paragraph 9.11, 9.12, or 10.3, the parties shall work cooperatively to submit to the Court within thirty (30) calendar days after the stay being terminated proposed modifications to the bellwether schedule to allow Released Parties to participate in those proceedings without being prejudiced.

10.6. **Fee Award Not Grounds for Termination.** The Court's entry of an order awarding Class Counsel an amount for attorneys' fees or expenses less than the amounts requested by Class Counsel shall not be grounds to void this Settlement Agreement. The only remedy in the event of a fee or expense award less than Class Counsel's request shall be a separate appeal by Class Counsel of the fee or expenses award ordered by the Court.

10.7. **Terms Surviving Termination.** The terms provided in Paragraphs 9.11.3, 9.12.3, 10.4, 10.7, 13.1, 13.3, 13.13, 13.15, 13.16, 13.20 shall survive any termination of this Settlement Agreement.

11. DISTRIBUTIONS

11.1. **Notice and Administration**. All costs of notice and administration of the Settlement shall be paid in accordance with the provisions of Paragraph 6.3.

11.2. **Attorneys' Fees and Costs**. Any award of attorneys' fees, costs, or expenses, under the Order Granting Final Approval or such other order of the Court, shall be paid from the Qualified Settlement Fund by the Escrow Agent, after production to the Escrow Agent of a copy of the order. Tyco shall have no obligation for any such award other than its payment obligations under this Settlement Agreement's express terms.

11.3. **Claims Procedure and Claims Forms**. To make a claim against the Qualified Settlement Fund, a Class Member will be required to submit to the Claims Administrator a completed, certified Claims Form, signed under penalty of perjury in accordance with 28 U.S.C. § 1746, that provides that the Person submitting the Claims Form is authorized to submit a claim on behalf of the Class Member, provides the Class Member's name, SDWIS ID, address, telephone and facsimile numbers, and email address (if available); authorizes Tyco to obtain all relevant Water Sources' detailed PFAS test results from the laboratory that performed the analyses; and provides, fully and completely, all other information required by the Claims Form including a statement that it tested each of its Water Sources for PFAS. Class Members will be allowed to submit Claims Forms up to the date specified for such purpose in the Notice. Class Counsel will, in its sole discretion, confirm the validity of each Claims Form and confirm that it provides the required information.

11.4. **Submission and Payment of Claims**. The Escrow Agent shall release Settlement Funds from the Qualified Settlement Fund to Class Counsel for the benefit of Qualifying Class Members and Class Counsel will cause the Claims Administrator to distribute the Settlement Funds from the Qualified Settlement Fund to Qualifying Class Members, consistent with the payment provisions set forth in Section 6 and Exhibits A and H.

12. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

12.1. **Release**.

12.1.1. Upon entry of the Final Judgment, and regardless of any post-Settlement Date change to any federal or state law or regulation relating to or involving PFAS, the Releasing Parties shall expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge the Released Parties from each and every one of the following Claims (collectively, the "Released Claims" or the "Release"): (i) any Claim that may have arisen or may arise at any time in the future out of, relates to, or involves PFAS that has entered or may reasonably be expected to enter Drinking Water or any Releasing Party's Public Water System; including any Claim that (a) was or could have been asserted in the Litigation and that arises or may arise at any time in the future out of, relates to, or involves Drinking Water or any Releasing Party's Public Water System; (b) is for any type of relief with respect to the design, engineering, installation, maintenance, or operation of, or cost associated with, any kind of

treatment, filtration, remediation, management, investigation, testing, or monitoring of PFAS in Drinking Water or in any Releasing Party's Public Water System; or (c) has arisen or may arise at any time in the future out of, relates to, or involves any increase in the rates for Drinking Water that any Releasing Party or Public Water System charges its customers; (ii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); (iii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves any Releasing Party's transport, disposal, or arrangement for disposal of PFAS-containing waste or PFAS-containing wastewater, or any Releasing Party's use of PFAS-containing water for irrigation or manufacturing; (iv) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves representations about PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); and (v) any Claim for punitive or exemplary damages that has arisen or may arise at any time in the future out of, relates to, or involves PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS). It is the intention of this Agreement that the definitions of "Release" and "Released Claims" be as broad, expansive, and inclusive as possible.

12.1.2. Paragraph 12.1.1(i)–(iii) does not apply to the following:

12.1.2.1. Paragraph 12.1.1(i)–(iii) does not apply to a Class Member's Claim related to the remediation, testing, monitoring, or treatment of real property to remove or remediate PFAS where (i) the Class Member owns or possesses real property and has legal responsibility to remove contamination from or remediate contamination of such real property; (ii) such real property is separate from and not related in any way to the Class Member's Public Water System (such as an airport or fire training facility); (iii) the Class Member seeks damages or other relief unrelated to Drinking Water or a Class Member's Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater under such real property, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater under such real property or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member's Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party, the Class Member's Claim and damages shall be limited to the costs of remediating or removing PFAS from the property or groundwater under the property, in accordance with applicable or relevant

state or federal regulatory cleanup standards and in a cost-effective manner.

12.1.2.2. Paragraph 12.1.1(i)–(iii) does not apply to a Class Member's Claim related to the discharge, remediation, testing, monitoring, treatment, or processing of stormwater or wastewater to remove or remediate PFAS at its permitted stormwater system or permitted wastewater facility where (i) the Class Member owns or operates a permitted stormwater system or permitted wastewater facility; (ii) such facility is separate from and not related in any way to the Class Member's Public Water System such as a separate stormwater or wastewater system that is not related in any way to a Public Water System; (iii) the Class Member seeks damages or other relief unrelated to alleged harm to its Drinking Water or a Class Member's Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater impacted by a permitted stormwater system or permitted wastewater facility, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater from the separate stormwater system or wastewater facility, or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member's Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party related to stormwater or wastewater that will not be used for Drinking Water, the Class Member's Claim and damages shall be limited to the costs of remediating or removing PFAS from the stormwater or wastewater in a cost-effective manner. If a Class Member pursues such a Claim against any Released Party related to groundwater that will not be used for Drinking Water and that has been impacted by stormwater or wastewater, the Class Member's Claim and damages related to groundwater shall be limited to the costs of remediating or removing PFAS from the groundwater, in accordance with any applicable state or federal regulatory groundwater cleanup standards in a cost-effective manner.

12.1.3. Notwithstanding Paragraphs 12.1.2 through 12.1.2.2, if a Releasing Party pursues a Claim, including any Claim described in Paragraphs 12.1.2 through 12.1.2.2, against any Released Party arising out of, relating to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS), the Releasing Party shall affirm in a complaint or similar filing that (i) this Settlement Agreement has fully and finally resolved all its Claims against Released Parties arising out of, related to, or involving PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System and (ii) its Claims against Released Parties do not arise out of, relate to, or involve (a) PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System (including Claims seeking damages, abatement, or other relief to prevent or pay

the cost to prevent PFAS from entering any Public Water System from a Water Source or any other source) or (b) treatment, filtration, or remediation to address PFAS in or to prevent PFAS from entering Drinking Water or a Releasing Party's Public Water System.

12.1.4. Notwithstanding Paragraphs 12.1.2 through 12.1.2.2, and consistent with the affirmation described in Paragraph 12.1.3, each Releasing Party that pursues a Claim against any Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (including any Claim described in Paragraphs 12.1.2 through 12.1.2.2):

12.1.4.1. shall specifically and expressly affirm in its complaint or similar filing and in any relevant expert report that it is not seeking damages, treatment, filtration, or remediation that in any way arises out of, relates to, or involves PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System (including Claims seeking abatement or other relief to prevent or pay the cost to prevent PFAS from entering any Public Water System from a Water Source or any other source or seeking treatment, filtration, or remediation to address PFAS in or prevent PFAS from entering Drinking Water or a Releasing Party's Public Water System);

12.1.4.2. shall make no argument to any finder of fact that the Releasing Party is entitled to any damages, remedy, or other relief described in Paragraph 12.1.4.1; and

12.1.4.3. shall not seek punitive or exemplary damages against any Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS, as Claims for such damages are released by this Settlement.

12.1.5. The Parties expressly incorporate into Paragraph 12.1 the guidance set forth in the Parties' Joint Interpretive Guidance documents, attached as Exhibits N through Q.

12.2. **Releases as between Tyco and ChemDesign**.

12.2.1. ChemDesign Products, Inc., on behalf of itself, and its present, former, and future direct and indirect affiliates, agents, divisions, predecessors, parents, subsidiaries, shareholders, members, insurers, and successors, fully, finally, and forever releases, relinquishes and discharges Tyco Fire Products LP and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by Tyco in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors,

principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity, including without limitation Chemguard, Inc., WillFire HC, LLC (d/b/a Williams Fire and Hazard Control), Johnson Controls International plc, Johnson Controls, Inc., Johnson Controls Fire Protection, LP, Central Sprinkler LLC, Tyco International Management Company, LLC, Tyco Fire & Security US Holdings LLC, Tyco Fire and Security (US) Management, LLC, Johnson Controls US Holdings LLC, JIH S.à.r.l., Johnson Controls Luxembourg European Finance S.à.r.l., Tyco International Finance S.A., Tyco International Holding S.à.r.l., Tyco Fire & Security S.à.r.l., Tyco Fire & Security Finance S.C.A., and Fire Products GP Holding, LLC. of and from each and every claim arising out of or related in any way to the Released Claims. It is the intention of this Paragraph that the definition of "Tyco" be as broad, expansive, and inclusive as possible.

12.2.2. Tyco, on behalf of itself, and its present, former, and future direct and indirect affiliates, agents, divisions, predecessors, parents, subsidiaries, shareholders, members, insurers, and successors, fully, finally, and forever releases, relinquishes and discharges ChemDesign and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by ChemDesign in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity of and from each and every claim arising out of or related in any way to the Released Claims. It is the intention of this Paragraph that the definition of "ChemDesign" be as broad, expansive, and inclusive as possible.

12.3. **Exclusive Consideration for Released Claims.** The distributions described in Section 6 and Exhibits A and H are the exclusive consideration provided to the Releasing Parties for the Released Claims against the Released Parties. Each Class Member shall look solely to the Settlement Funds (less reasonable attorneys' fees and costs) for satisfaction of all such Released Claims herein, though each Class Member also may seek payment from other defendants in the Litigation. Accordingly, the Released Parties shall not be subject to liability or expense of any kind to the Releasing Parties with respect to any Released Claims, other than as set forth in this Settlement Agreement.

12.4. **Covenant Not to Sue.** The Releasing Parties shall not at any time hereafter whether directly or indirectly or individually or as a member or representative of a class commence, assign, or prosecute any Claim, demand, or cause of action at law or otherwise for damages, loss, or injury arising out of, related to, or involving any act, error, omission, event, or thing within the scope of the Release set forth in Paragraph 12.1 against any or all Released

Parties as to any Released Claims (the "Covenant Not to Sue"). The Releasing Parties consent to the jurisdiction of this Court or, any other court having jurisdiction to enter an injunction barring the Releasing Parties from commencing or prosecuting any action or other proceeding, or seeking other benefits, based upon the Released Claims.

12.5. **Protection of Ratepayers**. Upon entry of the Final Judgment, each Releasing Party represents and warrants that (i) this Settlement has compensated it for PFAS allegedly attributable to the Released Party; and (ii) future additions, modifications, or improvements to its Public Water System due to PFAS will be the sole responsibility of the Releasing Party and not the Released Parties. Upon a Released Party's written request, a Releasing Party shall provide any Released Party a letter substantially in the form of Exhibit K. No Releasing Party shall assert that any future rate increase request was attributable to a Released Party's development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS, but may assert generally the need for PFAS treatment. The Releasing Parties reserve the right to change their rates for any reason, so long as they do not attribute the change to any Released Party.

12.6. **Dismissal**. Subject to paragraph 12.6.1, in accordance with the Release and Covenant Not to Sue, all pending Litigation brought by or on behalf of a Releasing Party against any Released Party involving any Released Claim shall be dismissed with prejudice, with each party bearing its own costs (the "Dismissal"). The Parties agree that the Releasing Party shall execute a stipulation of Dismissal with prejudice, in a form substantially similar to the one provided for in Exhibit L, within fourteen (14) calendar days after the Effective Date.

12.6.1. To the extent allowed by this Paragraph 12.6.1, Dismissal of pending Litigation that includes a Claim or part of a Claim that would not be released by this Section 12 shall be limited to any Claim or part of a Claim that is released by this Section 12. Any Releasing Party that asserts that it has at least one Claim (or part of a Claim) against a Released Party in the Litigation that would not be released by this Section 12 must notify the Special Master, Class Counsel, and Tyco's Counsel before the date of the Final Fairness Hearing if it intends to seek such a limited Dismissal. In accord with any written agreement among such Releasing Party, Class Counsel, and Tyco's Counsel regarding the scope of limited Dismissal, such Releasing Party shall execute a stipulation of limited Dismissal with prejudice, in the form provided for in Exhibit L, dismissing with prejudice all Claims and parts of Claims released by this Section 12, with each party bearing its own costs, within fourteen (14) calendar days after the Effective Date. Absent written agreement among such Releasing Party, Class Counsel, and Tyco's Counsel about the scope of any limited Dismissal, such Releasing Party must seek leave of court to file a limited Dismissal no later than fourteen (14) calendar days after the date of Final Approval. Such Releasing Party shall execute a stipulation of Dismissal with prejudice or limited Dismissal with prejudice, as consistent with the Court's ruling on such Releasing Party's request for leave, in the form provided for in Exhibit L, dismissing with prejudice all Claims and parts of Claims released by this Section 12, with each party bearing its own costs, within

the later of fourteen (14) calendar days after the Effective Date or seven (7) calendar days after the court's ruling on the Releasing Party's motion for leave to file a limited dismissal. If a Releasing Party does not timely seek and obtain a written agreement or leave of court permitting a limited Dismissal, Litigation brought by or on behalf of that Releasing Party against any Released Party shall be dismissed in its entirety with prejudice pursuant to Paragraph 12.6.

12.6.2. If a Releasing Party fails to timely execute a stipulation of Dismissal required by Paragraph 12.6 or Paragraph 12.6.1, Tyco may move for Dismissal or limited Dismissal as appropriate.

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

12.7.1. It is the intent of the Parties that:

12.7.1.1. The payments Tyco makes under this Agreement shall be the sole payments the Released Parties shall make to address alleged PFAS contamination at Class Members' Public Water Systems;

12.7.1.2. A Claim by a Releasing Party against any non-Party arising out of a Released Claim should not result in any additional payment by any Released Party; and

12.7.1.3. The Agreement meets the requirements of the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

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

12.7.3. To the extent that on or after the Effective Date any Releasing Party settles any Claim it has against any non-Released Party relating to, or involving the Released Claims and provides a release to such non-Released Party, the Releasing Party shall include in that settlement a release from such non-Released Party in favor of the Released Parties in a form equivalent to the Release contained in this Settlement Agreement.

12.7.4. If a Released Claim asserted by a Releasing Party gives rise to a Claim-Over against a Released Party and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 12.7.2, the Releasing Party shall reduce the amount of any judgment it obtains against the

non-Releasing Party 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 Releasing Party from pursuing litigation against a non-Released Party and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Party to fully extinguish a Claim-Over under applicable law.

12.7.5. The Claim-Over protections provided in Paragraph 12.7 shall not apply to Claims brought by a State or the federal government.

12.8. **Liens**. Each Class Member agrees to be responsible for any lien, interest, action, or Claim asserted by any third party, in a derivative manner, for or against that Class Member's share of the Settlement Amount, including any derivative action or Claim asserted by any financial institution, lender, insurer, agent, representative, successor, predecessor, assign, attorney, bankruptcy trustee, and any other Person who may claim through them in a derivative manner.

12.9. **Exclusive Remedy**. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to any Released Claims, and the Released Parties 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.

12.10. **Waiver of Statutory Rights**. To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides:

> **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 Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 28-1-1602 of the Montana Code Annotated, which provides:

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

To the extent the provisions apply, the Releasing Parties 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 Releasing Parties 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 28-1-1602 of the Montana Code Annotated, Section 9-13-02 of the North Dakota Century 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 Releasing Parties 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 the Released Claims against Released Parties. The Release thus shall remain in effect notwithstanding the discovery or existence of any additional or different Claims or facts.

12.11. 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. For the avoidance of doubt, consistent with Paragraph 5.1(B) through 5.1(C) of this Settlement Agreement, this Paragraph 12.11 shall not apply to (1) any Claim brought by or on behalf of a Public Water System that is owned by a State government but (a) is not listed in SDWIS as having its sole "Owner Type" a "State government", (b) has independent authority to sue and be sued, or (c) both, or to (2) any Claim brought by or on behalf of a Public Water System that is owned by the federal government but (a) is not listed in SDWIS as having its sole "Owner Type" the "Federal government", (b) has independent authority to sue and be sued, or (c) both.

13. MISCELLANEOUS PROVISIONS

13.1. **Continuing Jurisdiction**. The U.S. District Court for the District of South Carolina 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, or involving 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 its terms. Tyco shall provide all information reasonably necessary to assist the Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, Tyco, and Tyco's Counsel agree to recommend approval of and to support this Settlement Agreement to the Court and to use all reasonable efforts to give force and effect to its terms and conditions. Class Representatives, Class Counsel, Tyco, Tyco's agents, and Tyco's Counsel shall not in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Eligible Claimant to elect to opt out. Class Representatives and Class Counsel shall cooperate fully with Tyco, Tyco's agents, and Tyco's Counsel by providing Tyco with (and consenting to the Special Master, the Opt Out Administrator and Claims Administrator providing Tyco with) any non-privileged, non-

work-product-protected documents, data, communications, or information that Tyco deems necessary to any insurance recovery effort.

13.3. **No Admission of Wrongdoing or Liability**. Tyco does not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge any scientific, medical, factual, or other basis asserted in support of any of those Claims, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation, and nothing in this Settlement Agreement, the Preliminary Approval, or the Final Approval shall be interpreted to suggest anything to 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 against Released Parties shall be construed, deemed, or offered as an admission or concession by any of the Parties 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 Preliminary Approval, or the Final Approval, or (ii) in connection with a defense based on *res judicata,* claim preclusion, collateral estoppel, issue preclusion, release, or other similar theory asserted by any of the Released Parties. Nothing in this Agreement is intended to limit any right, Claim, or defense that any Released Party may have with respect to any litigation or Claim brought by a non-Releasing Party.

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

13.5. **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 to it, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

13.6. **Arm's-Length Transaction**. The Parties each acknowledge that the negotiations leading to this Settlement Agreement were conducted regularly and at arm's length; this Settlement Agreement is made and executed by and of each executing Party's own free will; each such Party knows all the relevant facts and its rights in connection therewith; and such Party has not been improperly influenced or induced to make 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.

13.7. **Third-Party Beneficiaries**. This Settlement Agreement does not create any third-party beneficiaries, except Class Members and the Released Parties other than Tyco, which are intended third-party beneficiaries.

13.8. **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, which collectively constitute the entire agreement between the Parties with regard to the subject matter contained herein, and supersede and cancel all prior and contemporaneous agreements, negotiations, commitments, and understandings between the Parties with respect to the specific subject matter hereof.

13.9. **Binding Effect**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their respective heirs, successors, and assigns. Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf of Tyco represents and warrants that he or she has the power and authority to enter into this Settlement Agreement on behalf of Tyco, on whose behalf he or she has executed this Settlement Agreement, as well as the power and authority to bind Tyco to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Interim Class Counsel executing this Settlement Agreement represent and warrant that they have the power and authority to enter into this Settlement Agreement on behalf of Class Representatives and Class Members, as well as the power and authority to bind Class Representatives and Class Members to this Settlement Agreement.

13.10. **Waiver**. Any failure by any Party 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.

13.11. **Specific Performance**. The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of 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.

13.12. **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 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.

13.13. **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 the MDL Cases, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent Tyco from disclosing such information to its insurers if demanded by those insurers in the context of their coverage investigation. The parties may, at their discretion, issue publicity, press releases, 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 Tyco's ability to provide information about the Settlement to its 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 Eligible Claimants or in accordance with legal requirements.

13.14. **Exhibits.** Any Exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of any Exhibits, including the Parties' Joint Interpretive Guidance documents attached hereto as Exhibits N, O, P and Q, are expressly made a part of this Settlement Agreement.

13.15. **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 Tyco:

Joseph G. Petrosinelli
Liam J. Montgomery
Williams & Connolly LLP
680 Maine Avenue SW
Washington, D.C. 20024
jpetrosinelli@wc.com
lmontgomery@wc.com

If to the Class Representatives, Class Counsel, or 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
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Scott Summy
Baron & Budd
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Boulevard
Mt. Pleasant, South Carolina 29464
jrice@motleyrice.com

13.16. **Governing Law**. The provisions of this Settlement Agreement and the Exhibits and all actions arising out of, related to, or involving them shall be interpreted in accordance with, and governed by, the laws of the State of South Carolina, without regard to any otherwise applicable principles of conflicts of law or choice-of-law rules (whether of the State of Delaware or any other jurisdiction) that would result in the application of the substantive or procedural rules or law of any other jurisdiction.

13.17. **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 hereto. This Settlement Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal force and effect as if it were the original signed version thereof delivered in person.

13.18. **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.

13.19. **Electronic Signatures**. Any executing Party may execute this Settlement Agreement by having its respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all 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.

13.20. **No Liability.** No Person shall have any Claim against the Class Representatives, Class Members, Interim Class Counsel, Class Counsel, Tyco, Tyco's Counsel, Released Parties, Notice Administrator, Opt Out Administrator, Claims Administrator, Escrow Agent, or Special Master based on actions that Interim Class Counsel, Class Counsel, Tyco's Counsel, Notice Administrator, Opt Out Administrator, Claims Administrator, Escrow Agent, or Special Master were required or permitted to take under this Agreement.

Agreed to this 12th day of April, 2024.

INTERIM CLASS COUNSEL:

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TYCO:

Joseph C. Hogan
Vice President & Secretary
Tyco Fire Products LP
2700 Industrial Parkway South
Marinette, WI 54143

Agreed to this 12th day of April, 2024.

INTERIM CLASS COUNSEL:	**TYCO:**
Michael A. London Douglas & London, P.C. 59 Maiden Lane, 6th Floor New York, NY 10038 mlondon@douglasandlondon.com	Joseph C. Hogan Vice President & Secretary Tyco Fire Products LP 2700 Industrial Parkway South Marinette, WI 54143
Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Avenue, Suite 1100 Dallas, TX 75219 ssummy@baronbudd.com	
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Joseph F. Rice Motley Rice 28 Bridgeside Boulevard Mt. Pleasant, SC 29464 jrice@motleyrice.com	

Executed and Agreed, this 12th day of April, 2024.

Dated: April 12, 2024

ChemDesign Products, Inc.

By: _____

Vincent R. Shiely, Jr.
Secretary, ChemDesign Products, Inc.

APPROVED AS TO FORM:

Dated: April 12, 2024

GORDON REES SCULLY MANSUKHANI, LLP

By: _____

Jonathan Blakley
Hayes Ryan
Attorneys for Defendant ChemDesign Products, Inc.

EXHIBIT A

EXHIBIT A
Allocation Procedures

Allocation Procedures Overview

This Document describes the Allocation Procedures referred to in Section 6 of the Settlement Agreement. The Settlement Amount will be allocated between and among Qualifying Class Members as set forth in the Settlement Agreement and these Allocation Procedures.

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 Class Members or Tyco and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation, and payment functions. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may seek the assistance of Interim Class Counsel's consultants who provided guidance in designing the Allocation Procedures.

The Claims Administrator shall not allow for duplicate recoveries for PFAS in or entering Class Members' Public Water Systems.

A 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 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 Forms will vary depending on the specific fund(s) from which compensation is sought.

Any Qualifying Class Member who has submitted information through the Claims Administrator's website pursuant to previous Public Water System ("PWS") settlements will not need to re-submit that same information. Qualifying Class Members will have the opportunity to update previously provided information to bring their submission(s) current and/or reflect new information.

DEFINITIONS

As used in the Settlement Agreement and this Exhibit, the following terms have the defined meanings set forth below. Unless the context requires otherwise, (a) words expressed in the plural form include the singular, and vice versa; (b) words expressed in the masculine form include the feminine and gender neutral, and vice versa; (c) the word "will" has the same meaning as the word "shall," and vice versa; (d) the word "or" is not exclusive; (e) 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"; (f) references to any law include all rules, regulations, and sub-regulatory guidance promulgated thereunder; (g) the terms "include," "includes," and "including" are deemed to be followed by "without limitation"; and (h) 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 II(6)(f) of these Allocation Procedures.

"Adjusted Flow Rate" has the meaning set forth in Paragraph II(6)(d) of these Allocation Procedures.

"Base Score" has the meaning set forth in Paragraph II(6)(e) of these Allocation Procedures.

"Baseline Testing" has the meaning set forth in Paragraph II(2) of these Allocation Procedures.

"Capital Costs Component" has the meaning set forth in Paragraph II(6)(e)(ii) of these Allocation Procedures.

"Litigation Bump" has the meaning set forth in Paragraph II(6)(f)(iii) of these Allocation Procedures.

"Operation and Maintenance Costs Component" has the meaning set forth in Paragraph II(6)(e)(iii) of these Allocation Procedures.

"PFAS Score" has the meaning set forth in Paragraph II(6)(c) 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 II(6)(f)(iv) of these Allocation Procedures.

"Regulatory Bump" has the meaning set forth in Paragraph II(6)(f)(ii) of these Allocation Procedures.

"Settlement Award" has the meaning set forth in Paragraph II(6)(g) 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.

I. Verification of Qualifying Class Members

1. **The Claims Administrator will verify that each entity that submitted a Claims Form is a Qualifying Class Member.**
    a. A Qualifying Class Member is an Active Public Water System in the United States that has one or more Impacted Water Sources as of May 15, 2024.

2. **Exclusions from the Settlement Class:**

    a. The City of Marinette Waterworks, denoted as Water System ID "WI4380395" in the SDWIS

(provided, however, that the City of Marinette Waterworks will be included within the Settlement Class if it so requests);

b. Non-Transient Non-Community Water Systems serving 3,300 or fewer people,

c. Transient Non-Community Water Systems of any size,

d. Any Public Water System that is owned by a State government and lacks independent authority to sue and be sued,

e. Any Public Water System that is owned by the federal government and lacks independent authority to sue and be sued,

f. Any privately owned well that provides water only to its owner's (or its owner's tenant's) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

3. Validation of Data

a. The Claims Administrator will review the information provided on a Qualifying Class Member's Claims Form(s) to ensure it is complete. Information about each Impacted Water Source listed by a 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. This examination will verify membership in the Class and will also be used for scoring purposes as outlined below.

i. A Qualifying Test Result means the result of a test conducted by or at the direction of a Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the 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 Class Member's Public Water System.

ii. Qualifying Class Members may submit Qualifying Test Results from untreated (raw) or treated (finished) water samples. However, all samples must be drawn from a Water Source that is or was utilized by the Qualifying Class Member to provide Drinking Water.

c. The Claims Administrator will confirm each Class Member's population served or number of service connections with information provided by the Class Member to the U.S. EPA or a state agency. Any conflicts in population served or service connections data will be resolved in favor of the data most-recently reported to the U.S. EPA or state agency.

d. For each Impacted Water Source, 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 (3) highest annual average flow rates of the groundwater well or surface water system over a ten-year period (2014-2023). Documentation related to the flow rates of each Impacted

Water Source must be verified by each Qualifying Class Member as part of the Claims Form.

e. Any Qualifying Class Member that has previously submitted information to the Claims Administrator in connection with another PWS Settlement will not need to submit that same information again. Where such information has been provided and is available, it will be applied to the Tyco PWS Settlement in order to allow the Claims Administrator to process verification as efficiently and consistently as possible. Qualifying Class Members will have the opportunity to update information previously provided as needed.

f. The Claims Administrator will notify Qualifying Class Members with incomplete Claims Forms of the requirements to cure deficiencies.

II. Allocation Procedures

1. Verification:

The Claims Administrator will verify whether each Qualifying Class Member is a Qualifying Class Member by determining whether the Qualifying Class Member has one or more Impacted Water Sources as of May 15, 2024.

2. Baseline Testing

a. Each Qualifying 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 dates specified below. This process is referred to as Baseline Testing.

b. Any Qualifying Class Member that has an Impacted Water Source based on a test conducted on or before the Settlement Date does not need to test that Water Source again for purposes of Baseline Testing.

c. If a Water Source was tested only prior to January 1, 2019, and its test results do not show a Measurable Concentration of PFAS, that Water Source must be retested to meet Baseline Testing requirements. If a Water Source was tested on January 1, 2019, or later, and its test results do not show a Measurable Concentration of PFAS, no further testing of that Water Source is required.

d. Baseline Testing requires the following:

i. PFAS tests must be conducted at a minimum for the 29 PFAS analytes for which UCMR-5 requires testing, and

ii. 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.

e. Failure to test and submit Qualifying Test Results for Water Sources will disqualify Water Sources from consideration for present and future payments.

3. Non-Detect Water Sources

a. The Claims Administrator will maintain the reported Baseline Testing results that have no Measurable Concentration of PFAS submitted by Qualifying Class Members.

b. Water Sources reporting no Qualifying Test Result showing a Measurable Concentration of PFAS may be eligible for funding from the Supplemental Fund.

4. Supplemental Fund

a. The Escrow Agent will transfer into the Supplemental Fund seven percent (7%) of each payment Tyco has made into the Action Fund in accordance with the Payment Schedule.

b. The Supplemental Fund will be used to compensate the following Qualifying Class Member's Water Sources:

i. Water Sources that were reported in a Public Water System Settlement Claims Form to have no Qualifying Test Result showing a Measurable Concentration of PFAS and because of later PFAS testing obtain a Qualifying Test Result showing a Measurable Concentration of PFAS;

ii. Impacted Water Sources that do not exceed an applicable State MCL or the Proposed Federal PFAS MCLs at the time their Claims Forms are submitted and because of later PFAS testing obtain a Qualifying Test Result showing a Measurable Concentration of PFAS that exceeds the Proposed Federal PFAS MCLs or an applicable State MCL;

iii. Water Sources for which information was previously submitted in connection with another PWS Settlement, but whose data requires updating to account for any changes in circumstance between previous submission(s) and the Claims Period relevant to the Tyco PWS Settlement.

c. A Qualifying Class Member may submit a Supplemental Fund Claims Form to the Claims Administrator at any time up to and including December 31, 2030.

d. The Claims Administrator will individually calculate for each Impacted Water Source that has submitted a Supplemental Fund Claims Form to approximate, as closely as is reasonably possible, the amount that each Impacted Water Source would have been allocated had it been in the Action Fund (Allocated Amount).

e. The Claims Administrator shall issue funds from the Supplemental Fund in amounts that reflect the difference between the Impacted Water Source's Allocated Amount and what the Qualifying Class Member has already received, if anything, for the Impacted Water Source.

f. In the event the Supplemental Fund requires additional funding, the Claims Administrator, with the approval of the Special Master, may exercise discretion to replenish the Supplemental Fund from future payment obligations to the Action Fund.

g. The Claims Administrator shall pay any money remaining in the Supplemental Fund as of December 31, 2033, to the Qualifying Class Members, divided among the Qualifying Class Members in the proportions as prior total payments to each Qualifying Class

Member from all funds established by the Settlement Agreement.

5. Special Needs Fund

a. The Escrow Agent will transfer into the Special Needs Fund five percent (5%) of each payment Tyco has made into the Action Fund in accordance with the Payment Schedule.

b. Over the last decade, Qualifying Class Members have been faced with how to deal with discovering PFAS in their Impacted Water Sources. Many have also faced state PFAS advisories and regulations. Some Qualifying Class Members or affiliated parties may have responded by taking action(s) to limit PFAS impacts to their customers and Water Sources. Without limiting the possible actions taken by Qualifying Class Members, examples include: taking wells offline, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water.

c. The Special Needs Fund is intended to compensate those Qualifying Class Members that spent money to address PFAS detections in their Impacted Water Sources, including to reimburse or re-pay affiliated parties that took such actions. This is in addition to any other compensation provided by the Settlement.

d. A Qualifying Class Member may submit to the Claims Administrator a Special Needs Fund Claims Form up to forty-five (45) calendar days after submitting its Public Water System Settlement Claims Form.

e. After receiving all timely Special Needs Fund Claims Forms, the Claims Administrator will review such forms and determine which Qualifying Class Members shall receive additional compensation and the amount of compensation. The Claims Administrator will recommend the awards to the Special Master, who must review and ultimately approve or reject them.

f. The Claims Administrator shall pay any money remaining in the Special Needs Fund to the Qualifying Class Members, divided among the Qualifying Class Members in the proportions as prior total payments to each Qualifying Class Member from all funds established by the Settlement Agreement after all Special Needs Claims have been reviewed and paid.

6. Action Fund

a. The deadline for Qualifying Class Members to submit a Public Water System Settlement Claims Form for all Impacted Water Sources is sixty (60) calendar days after the Effective Date. This deadline can be extended by the Claims Administrator only if a Qualifying 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 a laboratory capable of issuing a Qualifying Test Result.

b. The Claims Administrator will calculate payments from the Action Fund after the Escrow Agent has transferred the amounts described above for the Supplemental Fund and the Special Needs Fund. The Action Fund will be allocated to the Qualifying Class Members' Impacted Water Sources using the following allocation methodology.

c. PFAS Score

i. For purposes of calculating each Impacted Water Source's PFAS Score, the Claims Administer will examine the Qualifying Class Member's Public Water System Settlement 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.

ii. The Claims Administrator will determine each Impacted Water Source's PFAS Score by taking the **GREATER** of either:

a. the sum of the maximum levels for PFOA and for PFOS,

PFAS Score = [PFOA (Max Level) + PFOS (Max Level)]

or

b. 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 on 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 analyte for 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

d. Adjusted Flow Rate

i. 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.

ii. Groundwater water sources should report flow rates from the groundwater well. Surface water sources should report the flow rate of the water that enters the treatment plant.

iii. The Claims Administrator will determine the Adjusted Flow Rate for each

Impacted Water Source by first averaging the three highest annual average flow rates that the Qualifying 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 2014-2023. 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.

iv. If the Qualifying Class Member can demonstrate that an Impacted Water Source was taken off-line 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 2014-2023 timeframe.

v. 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 Water Source so long as the intakes supply the same water treatment plant.

vi. 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 Water Source.

vii. For purposes of the Allocation Procedures, a Public Water System's multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) that supply multiple water treatment plants are deemed to each be a separate Water Source.

viii. If a water treatment plant is blending both surface water and groundwater before treatment, only one Adjusted Flow Rate is used.

ix. 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.

e. Base Score Calculations

i. 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 driven primarily by the size of the Impacted Water Source and the concentration of PFAS.

Base Score = Capital Costs Component + Operation and Maintenance Costs Component

ii. **Capital Costs Component**

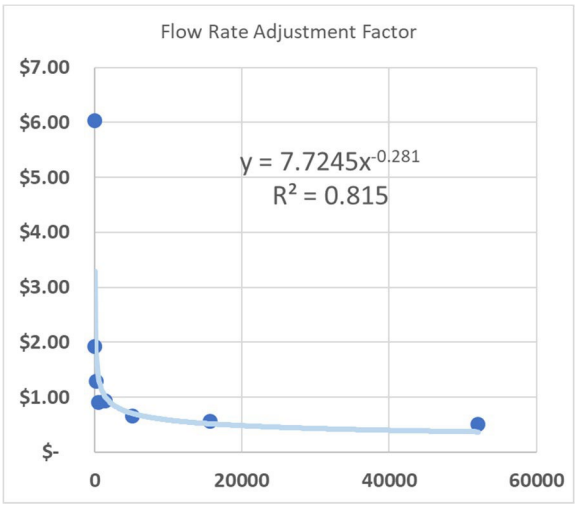
a. U.S. EPA published a revision of its "Work Breakdown Structure-Based Cost Model for Granular Activated Carbon Drinking Water Treatment" in March 2023. This publication includes a Work Breakdown Structure (WBS) model that estimates the cost of treating PFAS contamination based on the flow rate of an Impacted Water System. A cost curve can be

derived from the U.S. 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 Cost Component = (EPA unit cost * flow rate)

Treatment cost per thousand gallons = $7.7245 * (\text{Flow Rate})^{-0.281}$

Capital Cost Score = annual 1000 G units * treatment cost per thousand gallons



iii. **Operation and Maintenance Costs Component**

a. 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.

b. There is an observed increase in O&M costs as PFAS concentration increases. The available data suggest 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 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.

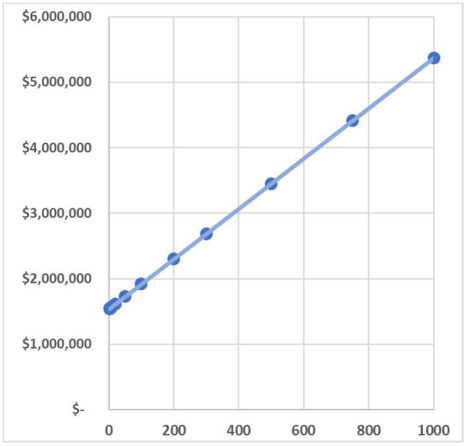
O&M Cost Component = ((PFAS Modifier*PFAS Score) * Capital Cost Component) + Capital Cost Component

PFAS Modifier = 0.005

c. 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.

d. When the Base Score is calculated where the O&M Costs Component and Capital Costs Component are combined, a roughly three-fold difference is obtained over the regulatory threshold of 4 ppt to 1000 ppt. 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

f. Adjusted Base Score

i. After calculating the Base Score of each Impacted Water Source, the Claims Administrator then will apply any Bumps based on certain factors defined below. This will yield the Adjusted Base Score for each Impacted Water Source.

ii. **Regulatory Bump:**

a. An Impacted Water Source's Base Score will receive a Regulatory Bump if the Impacted Water Source:

i. exceeds the four (4) ppt Proposed Federal PFAS MCL for PFOS or the four (4) ppt Proposed Federal PFAS MCL for PFOA;

ii. exceeds the Proposed Federal PFAS MCL Hazard Index (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

iii. exceeds an applicable State MCL that is below the Proposed Federal PFAS MCL for the same PFAS analyte, or exceeds an applicable State MCL for a PFAS analyte for which there is no Proposed Federal PFAS MCL.

b. The Claims Administrator will consider all Proposed Federal PFAS MCLs and existing State MCLs for PFAS analytes existing on the date the Court issues a Final Approval to determine if an Impacted Water Source has ever exceeded any applicable standard.

c. 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.

iii. Litigation Bump

a. The Litigation Bump applies to the Impacted Water Sources of any Qualifying Class Member 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.

b. No more than one Litigation Bump may apply to an Impacted Water Source.

c. 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.

d. For cases filed in 2021, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.20.

e. For cases filed in 2022, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.15.

f. For cases filed in 2023, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.10.

g. For cases filed between January 1, 2024 and the Settlement Date, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.05.

iv. Public Water Provider Bellwether Bump

a. The Public Water Provider Bellwether Bump applies to any Impacted Water Source that is owned or operated by a Qualifying Class Member that served as one of the thirteen Public Water Provider Bellwether Plaintiffs listed in Exhibit J as either a Water Provider Bellwether Case and/or a Telomer Water Provider Bellwether Case.

b. More than one Public Water Provider Bellwether Bump can be applied to an Impacted Water Source (i.e., the Qualifying Class Members selected as Tier 2 Public Water Provider Bellwether Plaintiffs will receive all two adjustments provided below).

c. The Claims Administrator will adjust the Base Scores for Qualifying Class Members that were selected as one of the thirteen Tier One Water Provider Bellwether cases by a positive adjustment factor of 0.15.

d. The Claims Administrator will adjust the Base Scores for Qualifying Class Members that were selected as one of the three Tier Two Water Provider Bellwether cases by a positive adjustment factor of 0.20.

e. The Claims Administrator will adjust the Base Scores for the Qualifying Class Members that were selected as the Tier 2 Telomer Water Provider Bellwether cases by a positive adjustment factor of 0.30.

v. For each Impacted Water Source, the 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 Proposed Federal PFAS MCL. CWS 1 filed a lawsuit in the AFFF MDL on November 1, 2022, against Tyco 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**

g. Settlement Award

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 Action Fund. Then, that percentage is multiplied by the Action Fund to provide the Settlement Award for each Impacted Water Source.

Settlement Award = (Adjusted Base Score / Sum of All Adjusted Base Scores) * (Action Fund)

h. Claims Administrator Notification to Qualifying Class Members

The Claims Administrator will notify each Qualifying Class Member of the Settlement Awards for all its Impacted Water Sources. Class Counsel and Tyco shall simultaneously receive copies of all such notices, as well as a report on the allocation of all amounts paid to Qualifying Class Members.

i. Requests for Reconsideration to the Claims Administrator

i. After a Qualifying Class Member receives notification of its Settlement 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 Qualifying Class Member has no other appellate rights.

ii. After they receive notification from the Claims Administrator, Tyco and Class Counsel shall each have ten (10) Business Days to request that the Special Master reconsider any of the calculations based on a mistake/error alleged to have occurred.

iii. After the Special Master receives all timely requests for reconsideration, the Special Master within ten (10) Business Days shall make a decision on the request for reconsideration, and, if warranted will request that the Claims Administrator correct any mistakes/errors and run the calculations again. Except when Section 8 of the Settlement Agreement provides otherwise, any decision by the Special Master is final, binding, and non-appealable.

j. Payments for the Action Fund

Tyco shall make payments for the Action Fund in multiple installments over time, as set forth in the Payment Schedule in Exhibit H. The total amount of all payments described in this Paragraph will be $750,000,000. Within five (5) Business Days after each payment described in the Payment Schedule in Exhibit H, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Supplemental Fund and five percent (5%) of the payment amount into the Special Needs Fund.

EXHIBIT B

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

CLAIM SUBMISSION DEADLINE: 60 DAYS AFTER THE EFFECTIVE DATE

INSTRUCTIONS

All capitalized terms not otherwise definedherein shall have the meanings set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com

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: If a Water Source was tested only prior to January 1, 2019, and its test results do not show a Measurable Concentration (any level) of PFAS, that Water Source must be retested to meet Baseline Testing requirements. If a Water Source was tested on January 1, 2019, or later, and its test results do not show a Measurable Concentration of PFAS, no further testing of that Water Source is required. Test results may be submitted from untreated (raw) or treated (finished) water samples. However, all samples must be drawn from a Water Source that has been used to provide Drinking Water.

A PWS that does not timely return a completed Claims Form forfeits any right to participate in this settlement. For any questions about this Claims Form, you may contact a Claim Representative at 1-855-714-4341 or info@pfaswatersettlement.com. Claims Forms submitted by mail should be sent to the Claims Administrator at the following address:

AFFF Public Water System Claims
PO Box 4466
Baton Rouge, LA 70821

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

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

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 groundwater 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		
Date Filed		

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 3,300 people or fewer according to SDWIS as of May 15, 2024?		
Is the PWS in the United States of America or one of its territories?		
Is the PWS owned 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-StateGovernment" or "F-Federal Government"*	
If the PWS has an Owner Type Code of "P-Private", what is the operation type of the PWS? *Please enter one of the following: "Private For-Profit Utility", "Nonprofit Utility", or "Ancillary Utility"*	
If the PWS has an Owner Type Code of 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 (1) your type code is "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.*	

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

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 and showed a Measurable Concentration of PFAS prior to May 15, 2024?	
How many of these groundwater wells have been analyzed using a state or federal agency-approved analytical method and DID NOT show a Measurable Concentration of PFAS since January 1, 2019?	

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 and showed a Measurable Concentration of PFAS prior to May 15, 2024?	
How many of these surface water systems have been analyzed using a state or federal agency-approved analytical method and DID NOT show a Measurable Concentration of PFAS since January 1, 2019?	

SECTION 4. 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.

Note: Groundwater wells should report flow rates from the groundwater well. Surface water systems should report the flow rate of the water that enters the 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.*	
Estimated date of first PFAS exposure to your water system (be as specific as possible).	
What is the basis for the estimate above?	

WATER SOURCE QUESTIONS (CHECK YES OR NO)	YES	NO
Does the PWS own this Water Source?		
Does the PWS operate this Water Source?		
Is this Water Source a purchased water connection?		
Is this Water Source part of an interrelated Drinking Water system ("IDWS")? If yes, please complete the IDWS Addendum for this source. *Note: Detailed IDWS guidance is provided in the Parties' Joint Interpretive Guidance on Interrelated Drinking Water Systems" located at www.PFASWaterSettlement.com.*		
Has the water from this Water Source ever been used as Drinking Water?		
Was this Water Source tested or otherwise analyzed for PFAS and found to contain any Measurable Concentration of PFAS on or before the May 15, 2024?		

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

FLOW RATE CAPACITY

Please answer the below questions indicating the maximum flow rate capacity for the Water Source. *Please enter the measurement in total gallons per year (GPY), gallons per minute (GPM), or million gallons per day (MGD).*

FLOW RATE QUESTIONS	GPY	GPM	MGD
If this Water Source is a groundwater well, please enter the maximum flow rate capacity of the groundwater pump.			
If this Water Source is a surface water system, please enter the maximum flow rate capacity of the water that enters the treatment plant.			
How was the maximum flow rate capacity determined?			

For the following years, please enter the ACTUAL 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 enter the measurement in total gallons per year (GPY) OR gallons per minute (GPM) OR million gallons per day (MGD).
If the source was not active in a particular year, please enter "0" (zero) for the Actual Annual Flow Rate. Flow rates should be based on a 12 month period regardless of how many months the source was in operation during the year.

YEAR	GPY	GPM	MGD	Was the Annual Flow Rate reduced due to PFAS Contamination?
Flow Rate Calculations	*= GPM * 1,440 Minutes Per Day * 365 Days Per Year*	*= GPY ÷ 1,440 ÷ 365*	*= (GPM * 1,440) ÷ 1,000,000*	*(Yes or No)*
Example: 2013	**785,246,400**	**1,494**	**2.15**	**No**
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 actual annual flow rate (AAFR) was not 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	GPY	GPM	MGD
Flow Rate Calculations	*= GPM * 1,440 Minutes Per Day * 365 Days Per Year*	*= GPY ÷ 1,440 ÷ 365*	*= (GPM * 1,440) ÷ 1,000,000*
Example: 2012	**785,246,400**	**1,494**	**2.15**

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

SECTION 5. PFAS TESTING RESULTS

PFOA CONTAMINATION TESTING

Please enter the below information to indicate **PFOA** Qualifying Test Results. *If this Water Source was not found to contain any PFAS at any level since **January 1, 2019,** 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

PFOS CONTAMINATION TESTING

Please enter the below information to indicate **PFOS** Qualifying Test Results. *If this Water Source was not found to contain any PFAS at any level since **January 1, 2019,** 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

OTHER PFAS CONTAMINATION TESTING

Please enter the below information to indicate **other PFAS analyte** Qualifying Test Results. *If this Water Source was not found to contain any PFAS at any level since **January 1, 2019,** 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 analyte 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 analyte 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

SECTION 6. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Authorized Representative represents and warrants the following on behalf of the Class Member:

· The Authorized Representative has authority to submit a claim and to release all Released Claims on behalf of the Class Member and all other Persons who are Releasing Persons by virtue of their relationship or association with the Class Member.

· The Class Member has tested each of its Water Sources for PFAS.

· The Class Member authorizes the Claims Administrator and/or Special Master to provide all Claims Form information, including PFAS test result details, to the relevant Parties as required by the terms of the Settlement Agreement.

· The Class Member has consulted with any other entity that has incurred costs in connection with efforts to remove PFAS from, or prevent PFAS from entering, Class Member's Public Water System, and that Class Member's claim is on behalf of any such other entity.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided 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 analyte (including chain of custody document)
2. Documentation to support both annual average and maximum flow rate of the water entering the surface water system.
3. Filed and dated copy of the lawsuit filed by the PWS to recover damages associated with PFAS contamination of its groundwater wells or surface water systems.
4. A completed IRS Form W-9 for the PWS

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

INSTRUCTIONS

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com

ADDENDUM X

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 wells should report flow rates from the groundwater well. Surface water systems should report the flow rate of the water that enters the 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 ground water 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.*	
Estimated date of first PFAS exposure to your water system (be as specific as possible).	
What is the basis for the estimate above?	

WATER SOURCE QUESTIONS (CHECK YES OR NO)	YES	NO
Does the PWS own this Water Source?		
Does the PWS operate this Water Source?		
Is this Water Source a purchased water connection?		
Has the water from this Water Source ever been used as Drinking Water?		
Was this Water Source tested or otherwise analyzed for PFAS and found to contain any Measurable Concentration of PFAS on or before May 15, 2024?		

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

FLOW RATE CAPACITY

Please answer the below questions indicating the maximum flow rate capacity for the Water Source. *Please enter the measurement in total gallons per year (GPY), gallons per minute (GPM), or million gallons per day (MGD).*

FLOW RATE QUESTIONS	GPY	GPM	MGD
If this Water Source is a groundwater well, please enter the maximum flow rate capacity of the groundwater pump.			
If this Water Source is a surface water system, please enter the maximum flow rate capacity of the water that enters the treatment plant.			
How was the maximum flow rate capacity determined?			

For the following years, please enter the ACTUAL 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 enter the measurement in total gallons per year (GPY) OR gallons per minute (GPM) OR million gallons per day (MGD).
If the source was not active in a particular year, please enter "0" (zero) for the Actual Annual Flow Rate. Flow rates should be based on a 12 month period regardless of how many months the source was in operation during the year.

YEAR	GPY	GPM	MGD	Was the Annual Flow Rate reduced due to PFAS Contamination?
Flow Rate Calculations	*= GPM * 1,440 Minutes Per Day * 365 Days Per Year*	*= GPY ÷ 1,440 ÷ 365*	*= (GPM * 1,440) ÷ 1,000,000*	*(Yes or No)*
Example: 2013	**785,246,400**	**1,494**	**2.15**	**No**
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 actual annual flow rate (AAFR) was not 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	GPY	GPM	MGD
Flow Rate Calculations	*= GPM * 1,440 Minutes Per Day * 365 Days Per Year*	*= GPY ÷ 1,440 ÷ 365*	*= (GPM * 1,440) ÷ 1,000,000*
Example: 2012	**785,246,400**	**1,494**	**2.15**

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

ADDENDUM X

SECTION 5. PFAS TESTING RESULTS

PFOA CONTAMINATION TESTING

Please enter the below information to indicate **PFOA** Qualifying Test Results. *If this Water Source was not found to contain any PFAS at any level on or before **May 15, 2024** , 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

PFOS CONTAMINATION TESTING

Please enter the below information to indicate **PFOS** Qualifying Test Results. *If this Water Source was not found to contain any PFAS at any level on or before **May 15, 2024**, 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Public Water System Settlement Claims Form

OTHER PFAS CONTAMINATION TESTING

Please enter the below information to indicate **other PFAS analyte** Qualifying Testing Results. *If this Water Source was not found to contain any PFAS at any level on or before **May 15, 2024,** 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 analyte 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 analyte 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

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 analyte (including chain of custody document)
2. Documentation to support both annual average and maximum flow rate of the water entering the surface water system.
3. Filed and dated copy of the lawsuit filed by the PWS to recover damages associated with PFAS contamination of its groundwater wells or surface water systems
4. A completed IRS Form W-9 for the PWS

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Supplemental Claims Form

CLAIM SUBMISSION DEADLINE: 12/31/2030

INSTRUCTIONS

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com

Please follow the instructions below to submit a Supplemental claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Supplemental Claims Form must be submitted no later than December 31, 2030. Late Supplemental Claims Forms will not be considered.

A PWS should ONLY complete this Supplemental Claims Form for Water Sources that meet one or more of the following criteria: (i) Water Sources that were reported to have no Measurable Concentration (any level) of PFAS as of May 15, 2024 and because of later PFAS testing obtained a Qualifying Test Result showing a Measurable Concentration of PFAS; (ii) Water Sources with a positive PFAS detection as of May 15, 2024 that did not exceed an applicable State MCL or the Proposed Federal PFAS MCLs at the time the PWS submitted its Claims Form but later exceeded the Proposed Federal PFAS MCLs or an applicable State MCL, whether due to new test results or a change in the applicable MCLs.

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 Supplemental 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: If a Water Source was tested only prior to January 1, 2019, and its test results do not show a Measurable Concentration of PFAS, that Water Source must be retested to meet Baseline Testing requirements. If a Water Source was tested on January 1, 2019, or later, and its test results do not show a Measurable Concentration of PFAS, no further testing of that Water Source is required. Test results may be submitted from untreated (raw) or treated (finished) water samples. However, all samples must be drawn from a Water Source that has been used to provide Drinking Water.

For any questions about this Supplemental Claims Form, you may contact a Claim Representative at 1-855-714-4341 or info@pfaswatersettlement.com. Claims Forms submitted by mail should be sent to the Claims Administrator at the following address:

AFFF Public Water System Claims
PO Box 4466
Baton Rouge, LA 70821

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 2 for EACH Water Source. See "Addendum X" to provide information for each additional Water Source.

Note: Groundwater wells should report flow rates from the groundwater well. Surface water systems should report the flow rate of the water that enters the treatment plant.

Name or description of the Water Source. *Note: This is the name of 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.*	

Estimated date of first PFAS exposure to your water system (be as specific as possible).	
What is the basis for the estimate above?	

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Supplemental Claims Form

SECTION 3. PFAS TESTING RESULTS

PFOA CONTAMINATION TESTING

Please enter the below information to indicate **PFOA** Qualifying Test Result.

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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

PFOS CONTAMINATION TESTING

Please enter the below information to indicate **PFOS** Qualifying Test Result.

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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Supplemental Claims Form

OTHER PFAS CONTAMINATION TESTING

Please enter the below information to indicate **other PFAS analyte** Qualifying Test Result.

See Addendum X to provide information for each additional Water Source.

Highest historical concentration of **one** other PFAS analyte 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 analyte 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 of the Impacted Water Source (e.g., EPA Method 537.1, EPA Method 537M)?			

SECTION 4. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Authorized Representative represents and warrants the following on behalf of the Settlement Class Member:

· The Authorized Representative has authority to submit a claim and to release all Released Claims on behalf of the Settlement Class Member and all other Persons who are Releasing Persons by virtue of their relationship or association with the Settlement Class Member.

· The Settlement Class Member has tested each of its Water Sources for PFAS.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to provide all Claims Form information, including PFAS test result details, to the relevant Parties as required by the terms of the Settlement Agreement.

· The Settlement Class Member has consulted with any other entity that has incurred costs in connection with efforts to removed PFAS from, or prevent PFAS from entering, Settlement Class Member's Public Water System, and that Settlement Class Member's claim is on behalf of any such other entity.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided within this Supplemental 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 (including chain of custody document)

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Special Needs Claims Form

CLAIM SUBMISSION DEADLINE: 45 DAYS AFTER SUBMITTING THE ACTION FUND CLAIM FORM

INSTRUCTIONS

All capitalized terms no otherwise defined herein shall have the meanings set forth in the Settlement Agreement available for review at www.PFASWaterSettlement.com

Please follow the instructions below to submit a Special Needs claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Special Needs Claims Form must be submitted no later than 45 days after submitting the Action Fund Claim Form. Late Special Needs 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 Special Needs Claims Form, you may contact a Claim Representative at 1-855-714-4341 or info@pfaswatersettlement.com. Claims Forms submitted by mail should be sent to the Claims Administrator at the following address:

AFFF Public Water System Claims
PO Box 4466
Baton Rouge, LA 70821

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	$ _____ . __ __

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)
Special Needs Claims Form

SECTION 3. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Authorized Representative represents and warrants the following on behalf of the Class Member:

· The Authorized Representative has authority to submit a claim and to release all Released Claims on behalf of the Class Member and all other Persons who are Releasing Persons by virtue of their relationship or association with the Class Member.

· The Class Member has tested each of its Water Sources for PFAS.

· The Class Member authorizes the Claims Administrator and/or Special Master to provide all Claims Form information, including PFAS test result details, to the relevant Parties as required by the terms of the Settlement Agreement.

· The Class Member has consulted with any other entity that has incurred costs in connection with efforts to removed PFAS from, or prevent PFAS from entering, Class Member's Public Water System, and that Class Member's claim is on behalf of any such other entity.

I declare under penalty of perjury subject to 28 U.S.C. § 1746 that all of the information provided 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.

Aqueous Film-Forming Foam (AFFF) Products Liability Litigation (MDL 2873)

Interrelated Drinking Water System (IDWS) Addendum

INSTRUCTIONS

Please complete and submit the information below for EACH Water Source included in an interrelated Drinking Water system (IDWS).

Note : The Class as defined is composed of Public Water System, or "PWS". The term "Public Water System" as defined in the Settlement Agreement, includes owners, operators and/or funders of PWS that meet the Class definition. Those owners, operators and/or funders are in an interrelated Drinking Water system relationship with the PWS they own, operate and/or fund. Additionally, wholesalers and retailers are in an interrelated Drinking Water system relationship, as explained in the Parties' Joint Interpretive Guidance. Without limiting the potential kinds of interrelated Drinking Water system relationships, this form is for entities who wish to explain how their Claims may relate to or be understood within the context of another entity's Claims.

Please complete this Addendum for each Water Source included in an IDWS. For those Water Sources not included in an IDWS, the PWS should complete and submit information for each of those Water Sources via the Public Water System Settlement Claims Form and Addendum X as applicable.

Name or description of the Water Source. *Note : This is the name or unique identifier listed on the testing laboratory chain of custody document.*	

TREATMENT RESPONSIBILITY QUESTIONS (CHECK YES OR NO)	YES	NO
Is the PWS submitting information in cooperation with its IDWS partner(s) (i.e. owners, operators, funders, wholesalers, retail customers, etc.) that explains the relationship and expresses the joint view of the proper division of an Allocated Amount for this Water Source? *Note : Each IDWS partner should provide documentation of the terms of such Joint Agreement.*		
Is the PWS responsible for costs associated with treatment and/or remediation of PFAS within this Water Source?		

INTERRELATED DRINKING WATER SYSTEM (IDWS) DETAILS

In the following table, please list your IDWS partner(s) (i.e. owners, operators, funders, wholesalers, retail customers, or others as defined as "Releasing Parties", etc.) and the nature of your relationship(s) with regards to this Water Source. The PWS and any IDWS partners of this Water Source must provide supporting documentation which (1) describes how any Allocated Amount should be shared and/or (2) explains the responsibility borne by the PWS for any capital and/or O&M costs PFAS treatment.

Example: The PWS claimant identifies Regional Water as their wholesaler partner with a 50% ownership share in the Allocated Amount for this Water Source via either joint agreement or contractual terms demonstrating responsibility to treat PFAS for the Water Source.

PARTNER NAME	PARTNER PWS ID (If available)	PWS'S RELATIONSHIP TO IDWS PARTNER	CLAIMED SHARE (%) OF ALLOCATED AMOUNT FOR THIS WATER SOURCE
Ex.: Regional Water	**AB1234567**	**Retail Customer of Regional Water**	**50%**

DOCUMENTATION REQUIREMENTS

Please submit **ALL** documentation reflecting the information provided above including the following:
1. Documentation supporting a joint submission of two (or more) Class Members that explains their relationship and expresses their joint view about the proper division of an Allocated Amount between them.
2. Documentation, such as a contract which provides details regarding how an Allocated Amount should be shared or otherwise explaining what responsibility is borne by each Class Member for any capital and/or O&M costs of treating PFAS.
3. Additional information, as deemed necessary by the Claims Administrator.

EXHIBIT C

EXHIBIT C: ESCROW AGREEMENT

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated April 25, 2024, is made among (i) Tyco Fire Products LP ("Tyco"), (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; Joseph Rice and the law firm of Motley Rice LLC, 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464 (collectively, "Class Counsel"), Matthew Garretson (the "Special Master") and (iii) **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 Funds pursuant to the Settlement Agreement (the "Settlement Agreement") dated April 12, 2024 attached hereto as Exhibit B, entered into by Tyco 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 (including Exhibit H to the Settlement Agreement), Tyco has agreed to pay or cause to be paid the Settlement Amount to the Qualified Settlement Fund in full settlement of the claims brought against Tyco 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 in accordance with Exhibit H into the Custodian/Escrow Account and used to satisfy payments to 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 and Exhibit H thereto, Tyco shall cause the First Payment of 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 Tyco 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, Tyco shall not be obligated to pay such amount until seven (7) Business Days after receiving such wire transfer instructions and documentation. Pursuant to the Settlement Agreement and Exhibit H thereto, Tyco shall cause the Second Payment of the Settlement Amount to be deposited into the Custodian/Escrow Account within the latest of (i) six (6) months 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 Tyco 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, Tyco 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 Funds." The Settlement Funds 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 Tyco have any liability whatsoever, whether to the Custodian/Escrow Agent, Class Counsel, any Class Member (as defined in the Settlement Agreement) or otherwise, with respect to the Settlement Amount or the Settlement Funds once the Settlement Amount is paid in full to the Custodian/Escrow Account in accordance with the Settlement Agreement and

Exhibit H thereto and receipt of payment is verified by Custodian/Escrow Agent.

3. Investment of Settlement Funds. The Custodian/Escrow Agent shall invest the Settlement Funds 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 Funds in compliance with the preceding sentence as follows: (i) except for $3,000,000 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) $3,000,000 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 Funds, in compliance with this Section 3. To the extent the investment is not otherwise specified herein, the Settlement Funds 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 Funds shall at all times remain available for distribution in accordance with the terms hereof and the Settlement Agreement.

Tyco shall not bear any responsibility for or liability related to the investment of the Settlement Funds 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 Funds 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, Tyco, 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 Funds 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 Funds, 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 Funds as follows:

i. Solely to the extent the Custodian/Escrow Agent has previously received a notice from an Authorized Representative of Tyco confirming the occurrence of the Effective Date: upon receipt of a Special Master Release Instruction with respect to the Settlement Funds, 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 Funds 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 Funds 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 Funds, 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 Funds 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 Tyco, directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Funds.

iii. Upon receipt of a Termination Release Instruction with respect to the Settlement Funds, 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 Funds 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 Tyco directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Funds to Tyco or their respective designees pursuant to Paragraphs 9.11-13 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, and Exhibit A-3 (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 Funds. The Custodian/Escrow Agent may pay itself such fees from the Settlement Funds 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 Funds 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 Funds in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the Settlement Funds, 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

Joseph Rice
Motley Rice LLC
28 Bridgeside Boulevard
Mt. Pleasant, South Carolina 29464
jrice@motleyrice.com

If to Tyco:

Joseph G. Petrosinelli
Liam J. Montgomery
Williams & Connolly LLP
680 Maine Avenue, SW
Washington, D.C. 20024
jpetrosinelli@wc.com
lmontgomery@wc.com

If to Special Master:

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

If to Custodian/Escrow Agent:

Robyn Griffin
Senior Managing Director
National Settlement Team
The Huntington National Bank
One Rockefeller Plaza, 10th Floor
New York, NY 10020
Office: (312) 646-7288
Mobile: (646) 265-3817
Robyn.griffin@huntington.com

Susan Brizendine, Trust Officer
Huntington National Bank
7 Easton Oval – EA5W63
Columbus, OH 43219
Office: (614) 331-9804
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

By: _____

Joseph Rice
Motley Rice LLC
28 Bridgeside Boulevard
Mt. Pleasant, South Carolina 29464

THE SPECIAL MASTER

By: _____

Matthew Garretson

By: 

Joseph G. Petrosinelli
Liam J. Montgomery
Williams & Connolly LLP
680 Maine Avenue, SW
Washington, D.C. 20024
jpetrosinelli@wc.com
lmontgomery@wc.com

Counsel for Tyco

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 Tyco, authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of Tyco, all in accordance with the terms of the Escrow Agreement.

Tyco

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-3

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 A-4

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 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 D

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**
	This Document relates to: *City of Camden, et al. v. Tyco Fire Products LP, et al.*, No. 2:24-cv-02321-RMG

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of May 15, 2024.

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.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (i) to advise you of a proposed settlement (referred to as the "Settlement") that has been reached with the defendant, Tyco Fire Products LP ("Tyco or "Defendant") in the above-captioned lawsuit (the "Action") pending in the multi-district litigation 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 Class Member according to the Parties' records.
Please read this Notice carefully.

II. WHAT IS THE ACTION ABOUT?

Class Representatives are Active Public Water Systems that have filed actions against Tyco and other defendants, which actions are currently pending in the above-referenced multidistrict litigation ("MDL").

Class Representatives have alleged that they have suffered harm resulting from the presence of PFAS in Drinking Water and/or the need to monitor for the presence of PFAS in Drinking Water, and that Tyco is liable for damages and other forms of relief to compensate for such harm and costs.

In addition to the MDL, certain other cases asserting Released Claims are pending against Tyco (collectively with the MDL, the "Litigation").

There are numerous defendants in addition to Tyco in the MDL and the cases that comprise the Litigation. Those other defendants are not part of this Settlement Agreement. The Class Representatives and Class Members will remain able to seek separate and additional PFAS-related recoveries from those other defendants in addition to the Settlement Amount here.

Tyco denies the allegations in the Litigation and all other allegations relating to the Released Claims; denies that it has any liability to Class Representatives, the Settlement Class, or any Class Member for any Claim 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 Defendant's defenses.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

The Class Representatives and Tyco have entered into the Settlement Agreement to resolve Claims relating to PFAS contamination of Drinking Water in 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 grant final approval of the Settlement.

The Settlement Class is defined as follows:

Every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024.

Not all Active Public Water Systems are potential Class Members; specifically excluded from the Settlement Class are:

i. Any privately owned well that provides water only to its owner's (or its owner's

tenant's) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

ii. Non-Transient Non-Community Water Systems serving 3,300 or fewer people;

iii. Transient Non-Community Water Systems of any size;

iv. The City of Marinette Waterworks, denoted as Water System ID "WI4380395" in the SDWIS; provided, however, that the City of Marinette Waterworks will be included within the Settlement Class if it so requests.

v. Any Public Water System that is owned by a State government and lacks independent authority to sue and be sued.

vi. Any Public Water System that is owned by the federal government and lacks independent authority to sue and be sued.

Per the Settlement Agreement, "Public Water System" means: a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act 42 U.S.C § 300f(4)(A) and 40 C.F.R. Part 141. The term "Public Water System" 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. Solely for purposes of this Settlement Agreement, 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, the owner and/or operator of such Public Water Systems, 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. It is the intention of this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

Community Water System means a Public Water System that serves at least fifteen (15) service connections used by year-round residents or regularly serves at least twenty-five (25) year-round residents, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(15), and 40 C.F.R. Part 141. Included in this definition are the owner and/or operator of such a system.

Non-Transient Non-Community Water System means a Public Water System that is not a Community Water System and that regularly serves at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141. Included in this definition are the owner and/or operator of such a system.

Transient Non-Community Water System means a Public Water System that is not a Community Water System and that does not regularly serve at least twenty-five (25) of the same persons over six (6) months per year, consistent with the use of that term in 40 C.F.R. Part 141. Included in this definition are the owner and/or operator of such a system.

SDWIS means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of May 15, 2024.

IV. WHAT ARE THE KEY TERMS OF THE PROPOSED SETTLEMENT?

The key terms of the proposed Settlement are as follows.

1. ***Settlement Amount.*** Tyco has agreed to pay $750,000,000.00 (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. Payments to Qualifying Class Members will be referred to as "Settlement Awards." In no event shall Tyco 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 Class Member that 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.

3. ***Settlement Administration.*** The Court has appointed 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 Class Members or Tyco 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 also seek the assistance of the Class Counsel's consultants who assisted in providing guidance in designing the Allocation Procedures. The Opt Out Administrator is in charge of the Opt Out portal and will track and report on all Requests for Exclusion received.

4. ***Allocation Procedures Overview.*** The Allocation Procedures (attached as Exhibit A to the Settlement Agreement) were designed to fairly and equitably allocate the Settlement Amount among Qualifying Class Members to resolve PFAS contamination of Drinking Water in Public Water Systems in such a way that reflects factors used in designing a water treatment system in connection with such contamination. The volume of impacted water and the degree of impact are the main factors in calculating the cost of treating PFAS; the Allocation Procedures use formulas to arrive at the amounts due to equitably compensate Qualifying Class Members for PFAS-related treatment.

5. ***Claims Form Process.*** The Claims Administrator will verify that each entity that submits a Claim Form is a Qualifying Class Member.

- A Qualifying Class Member is an Active Public Water System in the United States that has one or more Impacted Water System as of May 15, 2024. Each Qualifying 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 of all analytical results; and submit or cause the testing laboratory to submit detailed PFAS test results to the Claims Administrator. Claims Form(s) must be submitted by the dates specified below and on the Settlement website, available at www.PFASWaterSettlement.com. The Claims Administrator will establish three separate funds for the benefit Qualifying Class Members. Such Class Members will be eligible for compensation from at least one and potentially more of these funds. These funds and the criteria the Claims Administrator will use to determine the amount each Qualifying Class Member will receive from them are fully described in the Allocation Procedures in Exhibit A to the Settlement Agreement.

The initial step for establishing Settlement Class eligibility for compensation from the Settlement Amount is the completion of the relevant Claims Form. The term "Claims Form" may refer to any of four separate forms:

1. Action Fund Claims Form;
2. Supplemental Fund Claims Form;
3. Special Needs Fund Claims Form;
4. Interrelated Drinking Water System Claims Form addendum.

These Claims Forms will be available online at the Settlement website and can be submitted to the Claims Administrator electronically or on paper. The Claims Forms will vary depending on the specific fund or funds from which compensation is sought.

The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate, including notifying Class Members of the need to cure deficiencies in their submission(s), if any. Based on the data in the Claims Forms, the Claims Administrator will then confirm Class membership and determine the amount each Class Member is owed from each fund from which the Class Member seeks compensation. Should any portion of the Settlement Amount remain following the completion of the Claims Forms process, it will be distributed to Qualifying Class Members on a pro rata basis as explained in the Settlement Agreement and Allocation Procedures. None of any such remaining Settlement Amount shall be returned to Tyco.

Any Qualifying Class Member who has submitted information through the Claims Administrator's website pursuant to previous PWS settlements will not need to re-submit that same

information. Qualifying Class Members will have the opportunity to update previously provided information to bring their submission(s) current and/or reflect new information.

5. ***Payment of Settlement Amount.*** Tyco shall pay or cause to be paid the Settlement Amount in accordance with the Settlement Agreement in full, in accordance with the payment terms set forth in the Settlement Agreement. If the Settlement does not become final, Tyco is entitled to a refund of the unused Settlement Funds, and no distribution to Class Members will occur.

6. ***Release.*** All Class Members that have not excluded themselves from the Settlement Class will release certain Claims against Tyco, its affiliates, predecessors, and successors, and certain other Persons and entities as set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Class Member from bringing any lawsuit against Tyco or making any Claims resolved by the Settlement Agreement.

The Release, as set forth in Section 12 of the Settlement Agreement, will be effective as to every Class Member that has not excluded itself from the Settlement Class, regardless of whether or not that Class Member files a Claims Form or receives any distribution from the Settlement.

7. ***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 a Class award of attorneys' fees and costs. Class Counsel will make their Class award request in a motion for attorneys' fees and costs in accordance with Section 9.10 of the Settlement Agreement. Class Counsel intend to file a motion for a Class award of attorneys' fees and costs, to be paid from the Qualified Settlement Fund, in lieu of the Common Benefit Holdback provided for under Case Management Order No. 3.

> Class Counsel will make their request in a motion to be filed with the Court not less than twenty (20) calendar days before Objections are due pursuant to Paragraphs 9.4, 9.9, and 9.10 of the Settlement Agreement. After the motion is filed, copies will be available from Class Counsel, the Settlement website (www.PFASWaterSettlement.com), or the Court docket for *City of Camden, et al., v. Tyco Fire Products LP*, No. 2:24-cv-02321-RMG. Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Amount.

8. ***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 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 of the Requests for Exclusion and/or work by the Opt Out Administrator, including fees, costs, and expenses of the Opt Out

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. All fees, costs, and expenses incurred in the administration and/or work for the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent, shall be paid from the Settlement Amount. Tyco shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

9. ***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 Award.

10. ***Interpretive Guidance.*** Additional documents are available to provide guidance on how to apply the Settlement Agreement in specific scenarios, which can be accessed by Class Members at www.PFASwatersettlement.com. The Interpretive Guidance provided on the website is particularly relevant for gaining a comprehensive understanding of various aspects related to the Settlement Agreement. The Interpretive Guidance documents are:

i. The Parties' Joint Interpretive Guidance on Interrelated Drinking Water Systems. This Guidance details the Joint Claims Form submission process available to entities that have an interest in the same Water Source. It also provides important guidance on Claims by wholesalers and retailers.

ii. The Parties' Joint Interpretive Guidance on Entities That Own and/or Operate Multiple Public Water Systems. This Guidance details the mechanism by which entities that own and/or operate multiple Public Water Systems should interpret the Settlement, and specifically, the opt-out provisions.

iii. The Parties' Joint Interpretive Guidance on Federally Recognized Indian Tribes and Public Water Systems That They Own or Operate. This Guidance confirms that Public Water Systems owned or operated by Indian tribes are not categorically excluded or otherwise afforded differential treatment, such that a PWS owned by a Tribe that otherwise meets the Settlement Class definition is an Eligible Claimant unless the System opts itself out.

iv. The Parties' Joint Interpretive Guidance on Certain Release Issues. This Guidance is a resource for interpreting the Release provisions.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU SHOULD 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 THE SETTLEMENT AMOUNT BE DIVIDED AMONG CLASS MEMBERS?

A. ***Baseline Testing***.

1. ***Qualifying Class Members***

Each Qualifying Class Member must perform Baseline Testing. Baseline Testing requires each Qualifying Class Member to test each of its Water Sources for PFAS; request from the laboratory that performs the analyses all analytical results, including the actual numeric values of all analytical results; and submit or cause the testing laboratory to submit detailed PFAS test results to the Claims Administrator on a Claims Form(s) by dates specified below.

Any Water Source tested on or before May 15, 2024, using a state- or federal-approved methodology and found to contain a Measurable Concentration of PFAS, does not need to be tested again for purposes of Baseline Testing.

Any Water Source tested prior to **January 1, 2019**, that did not result in a Measurable Concentration of PFAS, must retest to meet Baseline Testing requirements. If a Water Source was tested **January 1, 2019**, or later, and it did not result in a Measurable Concentration of PFAS, no further testing of that Water Source is required.

Baseline Testing requires the following:

i. PFAS tests must be conducted at a minimum for PFAS analytes for which UCMR-5 requires testing, and

ii. 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.

Each Qualifying Class Member will verify in its Claims Form that it has tested all its Water Sources for PFAS. Failure to test and submit Qualifying Test Results for Water Sources will disqualify Water Sources from consideration for present and future payments.

Baseline Testing may be performed by any laboratory accredited or certified by a state government or federal regulatory agency for PFAS analysis that uses any state or federal agency approved or validated 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 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 laboratory.

Eurofins
Telephone Number: 916-374-4499
Website: https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-waterprovider-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) operations and maintenance costs. Capital costs are mainly driven by the Impacted Water Source's flow rate. Operations and maintenance costs are mainly driven by flow rate and the levels of PFAS in the water. The Allocation Procedures utilize proxies for capital costs and operations and maintenance costs to generate a Base 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 increases, or bumps, to their Base Scores. Based on the Claims Forms submitted, the Claims Administrator will determine if a Class Member is eligible for three available enhancements to the score: the Litigation Bump, the Public Water Provider Bellwether Bump (or Bellwether Bump), and the Regulatory Bump. A Class Member may qualify for none, one, or multiple bumps.

The Litigation Bump applies to all Qualifying Class Members that have a pending lawsuit filed in a state or federal court asserting Claims against Tyco related to alleged PFAS contamination of Drinking Water in Public Water Systems. The Bellwether Bump applies to the Impacted Water Sources that are owned or operated by Qualifying Class Members that served as one of the thirteen Public Water Provider Bellwether Plaintiffs. The Regulatory Bump will apply when an Impacted Water Source exceeds (i) an applicable state Maximum Contaminant Level (MCL) for a PFAS analyte or (ii) the proposed federal MCL for a PFAS analyte. The Claims Administrator will consider all Proposed Federal PFAS MCLs and existing state MCLs for PFAS chemicals existing on the date the Court issues a Final Approval to determine if an Impacted Water Source has ever exceeded any applicable standard during the Class Period.

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 Amount each Impacted Water Source will receive.

4. ***Settlement Awards*****.** The information required to calculate Settlement Awards is not publicly available and is only obtainable through the Claims Forms submitted by Class Members. Thus, the Settlement Awards that each Class Member will receive are not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadline. Notwithstanding, Estimated Allocation Range Tables are available for review on www.PFASWaterSettlement.com.

5. ***Special Needs Funds*****.** Special Needs Funds will be established by the Claims Administrator for Qualifying Class Members that have expended monetary resources on extraordinary

efforts to address PFAS detections in their Impacted Water Sources. Class Members can file a Special Needs Fund Claims Form to be considered for reimbursement of these expenditures.

6. ***Supplemental Funds*****.** The Claims Administrator will also establish Supplemental Funds so that a Qualifying Class Member that 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, and so that a Qualifying Class Member with a Water Source that initially did not have a Qualifying Test Result showing a Measurable Concentration of PFAS and later had such a Qualifying Test Result can request additional funds.

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	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

VII. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Class Counsel, Class Representatives, and Tyco 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 Class Members to participate in the Settlement in order to avoid the uncertainties of litigation and to ensure that the benefits reflected herein are obtained for 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 Class Members.

Tyco, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all Released Claims, either on its part or on the part of any of

the Released Parties, 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 the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing Claims against Tyco 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 Class Member, and do not want to participate in the Settlement and receive funds from the Settlement, you may exclude yourself from the Settlement Class by completing and submitting the form of intention to opt-out (referred to as a "Request for Exclusion" or an "Opt-Out"), which will be available online for electronic submission and in paper copy. Anyone within the Settlement Class that wishes to opt out of the Settlement Class and Settlement must submit the "Request for Exclusion" form online, or, if submitting a paper copy, provide service on the Opt Out Administrator in accordance with Federal Rule of Civil Procedure 5, and comply with all Opt-Out provisions of the Settlement Agreement.

Any Class Member 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.

As discussed in the Parties' Joint Interpretive Guidance on Entities That Own and/or Operate Multiple Public Water Systems, if you own or operate more than one Active Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Active Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Active Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Active Public Water System that you wish to opt out of the Settlement Class. Any Active Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class.

Any Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of the Settlement Agreement, shall waive and forfeit any and all objections the Class Member may have asserted. The submission of a Request for Exclusion shall have the effect of waiving and forfeiting any and all objections the Class Member did assert or may have asserted.

Requests for Exclusion may be withdrawn at any time prior to the Final Fairness Hearing. However, the withdrawal of a Request for Exclusion shall neither permit a Person to assert new Objections, nor to revive previously asserted ones.

YOU CAN OBJECT OR TAKE OTHER ACTIONS. Any Class Member who has not successfully excluded itself ("opted out") may object to the Settlement. Any Class Member that 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, provide service on Tyco's Counsel and Class Counsel at the addresses below in accordance with Federal Rule of Civil Procedure 5, and comply with all Objections provisions of the Settlement Agreement. Objections submitted by any Class Member to incorrect locations shall not be valid. Objections submitted by any Class Member that later excludes itself shall be deemed withdrawn.

Clerk of the Court:

Clerk, United States District Court for the
District of South Carolina
85 Broad Street
Charleston, SC 29401

Counsel for Tyco Fire Products LP:

Joseph G. Petrosinelli
Liam J. Montgomery
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
(202) 434-5000
jpetrosinelli@wc.com
lmontgomery@wc.com

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 Av. Ponce de Leon San Juan, Puerto Rico 00907	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

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 Class Member and must provide:

- the Eligible Claimant's SDWIS ID;
- an affidavit or other proof of the 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 Class Member whose Objection is submitted;
- all objections asserted by the Class Member and the specific reason(s) for each objection, including all legal support and evidence the Class Member wishes to bring to the Court's attention;
- an indication as to whether the Class Member wishes to appear at the Final Fairness Hearing; and
- the identity of all witnesses the Class Member may call to testify.

The deadline to submit an Objection is DEADLINE DATE.

Class Members may object either on their own or through any attorney hired at their own expense. If a 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 in accordance with Federal Rule of Civil Procedure 5 within the same time period.

Any Class Member that 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 Class Member that fails to comply with the provisions of the Settlement Agreement for objecting shall waive and forfeit any and all objections the 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 Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified for settlement purposes only, (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.

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 the Court's electronic docket. 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, COUNSEL FOR DEFENDANT, OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

If to the Notice Administrator:

In re: Aqueous Film-Forming Foams Products

c/o Tyco 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, LA 70821

If to the Clerk of the Court:

Clerk, United States District Court for the
District of South Carolina
85 Broad Street
Charleston, SC 29401

If to the Special Master:

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

If to the Class Representatives, Class Counsel, or 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	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

If to Counsel for Tyco Fire Products LP:

Joseph G. Petrosinelli
Liam J. Montgomery
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
(202) 434-5000
jpetrosinelli@wc.com
lmontgomery@wc.com

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 Tyco's 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. 2:18mn-2873 (D.S.C.), this document relates to: *City of Camden, et al., v. Tyco Fire Products LP*, Case No. 2:24-cv-02321-RMG.

You must also include the name(s) and SDWIS ID(s) of the Class Member(s) that are the subject of the correspondence, as well as 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
Public Water System Settlement Claims Form	Effective Date + 60 Days	MM/DD/YYYY
Special Needs Claims Form	Claims Form Deadline + 45 Days	MM/DD/YYYY
Supplemental Fund Claims Form	TBD	12/31/2030

The Honorable Richard M. Gergel
UNITED STATES DISTRICT JUDGE

DATED: _____

NOTICE OF TYCO 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 Tyco.

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 E

Notice Plan

As detailed below, the Notice Plan provides for individual direct notice via USPS mail to all reasonably identifiable Eligible Claimants, 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 Eligible Claimants can learn more about their rights and options pursuant to the terms of the Settlement. Additional details are provided in the accompanying Declaration of the Notice Administrator, Steven Weisbrot of Angeion Group, who will implement the Notice Plan. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement, available for review at www.PFASWaterSettlement.com.

MAILED NOTICE

- Class Counsel will provide Angeion with a list of Public Water Systems that Class Counsel believes may be Eligible Claimants, based on information available to Class Counsel as of the Settlement Date (the "Class List"). The Class List will include, at a minimum, (1) all Active Public Water Systems that, according to Class Counsel's information as of the Settlement Date, draw or otherwise collect water from any Water Source that has a Qualifying Test Result showing a Measurable Concentration (*i.e.*, any detection at any level) of PFAS. The Class List will be updated if Class Counsel becomes aware of additional Public Water Systems that may be Eligible Claimants.

- The Class List will also include mailing addresses and email addresses for each Eligible Claimant on the Class List, based on address information maintained in the U.S. EPA's Safe Drinking Water Information System ("SDWIS") or relevant state data sources. Where SDWIS, relevant state data sources, 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 Eligible Claimants 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 Eligible Claimants to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four (4) years and filed a change of address with the USPS;
    - Angeion will also identify the address information included in SDWIS specified above, as well as relevant state data sources, and will monitor SDWIS and such sources 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; and
    - Notices will be re-mailed to Eligible Claimants 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 Eligible Claimant requests notice be sent via email.
- A reminder postcard will be sent prior to certain applicable deadlines.

EMAIL NOTICE

- The Summary Notice will be sent via email to all Eligible Claimants for whom email addresses are available.
- The email sending the Summary 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 will not include attachments like the long-form 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 undertaken 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 or relevant state data sources.
- The email notice process will also account for the reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete and 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.
- Angeion will also send a reminder email prior to certain applicable deadlines.

OUTREACH EFFORTS

- Angeion will perform personalized outreach to national and local water organizations, including to entities such as the Association of Metropolitan Water Agencies ("AMWA") and the 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*.

Paid Search Campaign

- Angeion will implement a paid search campaign on Google to help drive Eligible Claimants that 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 the Objection and Opt Out deadlines.

SETTLEMENT WEBSITE AND TOLL-FREE TELEPHONE SUPPORT

- The Notice Plan will also involve a Settlement website, www.PFASWaterSettlement.com, where Eligible Claimants can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website is designed to be user-friendly and make it easy for Eligible Claimants to find information about the case. The website also has a "Contact Us" page whereby Eligible Claimants can send an email with any additional questions to a dedicated email address.

- A toll-free hotline devoted to this case will be established to further apprise Eligible Claimants of their rights and options under the Settlement Agreement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Eligible Claimants 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 F

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-02873 This Document relates to: *City of Camden, et al., v. Tyco Fire Products LP*, No. 2:24-cv-02321-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of May 15, 2024.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement, available for review at **www.PFASWaterSettlement.com**.

Active Public Water System means a Public Water System whose activity-status field in SDWIS states that the system is "Active."

Impacted Water Source means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

Public Water System means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C § 300f(4)(A) and 40 C.F.R. Part 141. The term "Public Water System" 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. Solely for purposes of this Settlement Agreement, 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, the owner and/or operator of such Public Water Systems, 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. It is the intention of this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

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 Tyco Fire Products LP ("Tyco" or "Defendant") 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? Tyco has agreed to pay $750,000,000.00 (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 Tyco 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 Class Member that 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 whose administration is 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 the Settlement and any judgment or other final disposition related to the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Tyco 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 Class Member and do not want to participate in the Settlement and receive a settlement check, you may exclude yourself, or "opt out" from the Class by completing and submitting a Request for Exclusion. The Request for Exclusion form will be available online and may be submitted electronically; if it is submitted via paper copy it must be served on the Opt Out Administrator no later than **DEADLINE DATE**. Requests for Exclusion may be withdrawn at any time before the Final Fairness Hearing.

YOU CAN OBJECT TO THE SETTLEMENT. Any Class Member that has not successfully excluded itself ("opted out") may object to the Settlement. Any Class Member that 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 Tyco's Counsel and Class Counsel no later than

DEADLINE DATE. No Class Member who has submitted a Request for Exclusion may object, and any Objections submitted by any Class Member that later excludes itself shall be deemed withdrawn.

VISIT WWW.PFASWATERSETTLEMENT.COM 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 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 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 for more information:

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	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Boulevard Mt. Pleasant, South Carolina 29464

Notice Administrator	**Claims Administrator**
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821

Opt Out Administrator
Rubris Inc.
P.O. Box 3866
McLean, VA 22103

Clerk of the Court:

Clerk, United States District
Court for the District
of South Carolina
85 Broad Street
Charleston, SC 29401

Counsel for Tyco Fire Products LP:

Joseph G. Petrosinelli
Liam J. Montgomery
WILLIAMS & CONNOLLY LLP
680 Maine Avenue SW
Washington, DC 20024
(202) 434-5000
jpetrosinelli@wc.com
lmontgomery@wc.com

EXHIBIT G

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*- TYCO FIRE PRODUCTS LP, *Defendant.*	)))))))))	Civil Action No.: 2:24-cv-02321-RMG

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 Opt Out Administrator; (9) appoint of the Claims Administrator; (10) appointment of the Special Master; (11) appointment of the Escrow Agent; (12) approval of the Escrow Agreement; (13) establishment of the Qualified Settlement Fund; (14) scheduling of a Final Fairness Hearing; and (15) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Tyco, and an injunction against the filing of any new such proceedings. (Dkt. No. XXX).

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class

Representatives, individually and on behalf of the Eligible Claimants, by and through Class Counsel, and (ii) defendant Tyco Fire Products LP ("Tyco");

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, Tyco does 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 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 Eligible Claimants and a Final Fairness Hearing should be set.

2. The Settlement Agreement, including all Exhibits and Parties' Joint Interpretive Guidance documents 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) Every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024.

An "Impacted Water Source" means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

4. The following are excluded from the Settlement Class:

(a) The City of Marinette Waterworks, denoted as Water System ID "WI4380395" in the SDWIS; provided, however, that the City of Marinette Waterworks 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.

(c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name.

(d) Any privately owned well that provides water only to its owner's (or its owner's tenant's) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

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; California Water Service Company; City of Benwood; City of Brockton; City of Delray Beach; City of Freeport; City of Sioux Falls; City of South Shore; Coraopolis Water & Sewer Authority; Dalton Farms Water System; Martinsburg Municipal Authority; Township of Verona; and Village of Bridgeport.

7. Subject to final approval by the Court of class certification, the Court provisionally appoints: 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 Joe Rice and the law firm of Motley Rice, LLC 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. [*Analysis and ruling on Objections, if any*]

11. 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 ELIGIBLE CLAIMANTS

12. Under Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Court finds that the Notice set forth in Exhibit D to the Settlement Agreement, the Notice Plan set forth in Exhibit E to the Settlement Agreement, and the Summary Notice set forth in Exhibit F to the Settlement Agreement (a) is the best practicable notice; (b) is reasonably calculated under the circumstances to apprise Eligible Claimants 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.

13. 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 Eligible Claimants under Rule 23(e)(1) of the Federal Rules of Civil Procedure.

14. The Notice Plan shall commence no later than fourteen (14) calendar days after entry of this Order Granting Preliminary Approval—namely, no later than **X, 2024** so as to commence the period during which Eligible Claimants may opt out from the Settlement Class and Settlement or object to the Settlement.

V. PROCEDURE FOR REQUESTS FOR EXCLUSION AND OBJECTIONS

15. 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.

16. Any Eligible Claimant wishing to opt out of the Settlement Class and Settlement must complete a Request for Exclusion, in a form substantially similar to the one attached as Exhibit I to the Settlement Agreement. The Request for Exclusion will be available online and allow for electronic submission to the designated recipient list. Eligible Claimants may also submit the Request for Exclusion form via paper copy and serve it on the Opt Out Administrator at the address set forth in the Notice. Such written request must be received no later than the date ninety (90) 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 **X, 2024**.

17. Any Class Member that does not submit a timely and valid Request for Exclusion submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Paragraphs 20 through 22 of this Order, shall waive and forfeit any and all objections the Class Member may have asserted. The submission of a Request for Exclusion shall have the effect of waiving and forfeiting any and all objections the Class Member did assert or may have asserted. Requests for Exclusion may be withdrawn at any time prior to the Final Fairness Hearing. However, the withdrawal of a Request for Exclusion shall neither permit a Person to assert new Objections, nor to revive previously asserted ones.

18. Pursuant to Section 10 of the Settlement Agreement, Tyco shall have the option, in its 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. The Special Master shall determine whether all parts of the Required Participation Threshold have been satisfied and shall inform the parties of such determination within fourteen (14) calendar days after the deadline for submitting Requests for Exclusion set forth in Paragraph 16 of this Order. Tyco shall then have until fourteen (14) calendar days after the Special Master's

determination to provide Class Counsel notice of its exercise of the Walk-Away Right.

19. The procedure for objecting to the Settlement or to an award of fees or expenses to Class Counsel, as set forth in Paragraph 9.5 of the Settlement Agreement, is approved.

20. A 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 Tyco's 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 Class Member and must provide (a) the Class Member's SDWIS ID; (b) an affidavit or other proof of the Class Member's standing; (c) the name, address, telephone and facsimile number and email address (if available) of the filer and the Class Member; (d) the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Class Member; (e) all objections asserted by the Class Member and the specific reason(s) for each objection, including all legal support and evidence the Class Member wishes to bring to the Court's attention; (f) an indication as to whether the Class Member wishes to appear at the Final Fairness Hearing; and (g) the identity of all witnesses the Class Member may call to testify.

21. 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 14 of this Order), which is the last day of the objection period. The last day of the objection period is **X, 2024**. Any Objection not filed and served by such date shall be deemed waived.

22. A Class Member may object either on its own or through an attorney hired at that Class Member's own expense, provided the Class Member has not submitted a written Request for Exclusion. An attorney asserting objections on behalf of a Class Member must, no later than the deadline for filing Objections specified in Paragraph 21 of this Order, file a notice of appearance

with the Clerk of Court and serve a copy of such notice on Class Counsel and Tyco's Counsel at the addresses set forth in the Notice.

23. Any Class Member who fully complies with the provisions of Paragraph 9.5 of the Settlement Agreement and Paragraphs 20 through 22 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 Class Member who fails to comply with the provisions of Paragraph 9.5 of the Settlement Agreement and Paragraphs 20 through 22 of this Order shall waive and forfeit any and all objections the Class Member may have asserted.

24. 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. Requests for Exclusion may be withdrawn at any time prior to the Final Fairness Hearing. However, the withdrawal of a Request for Exclusion does not permit a Person to assert new Objections nor revive previously asserted Objections.

25. No later than **X**, **2024**, the Special Master shall prepare and file with the Court, and serve on Class Counsel and Tyco's Counsel, a list of all Persons who have timely filed and served Requests for Exclusion or Objections.

VI. FINAL FAIRNESS HEARING

26. A Final Fairness Hearing shall take place on the **Xth day of X, 2024 at 10 o'clock in the a.m.**, U.S. Court House, 85 Broad St., Charleston, South Carolina, 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 Class Member from asserting or pursuing any Released Claim against any Released Person in any forum as provided in Paragraph 9.9 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.

27. Class Counsel shall file a motion for attorneys' fees, costs, and Class Representative service awards no later than **X**, **2024**.

28. Class Counsel and Tyco's Counsel shall file any papers in support of Final Approval of the Settlement Agreement, and any responses to any Objections, no later than **X**, **2024**.

VII. STAY ORDER AND INJUNCTION

29. 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 after the Final Fairness Hearing, the stay and injunction shall not apply to any Person who has filed (and not withdrawn) a timely and valid Request for Exclusion. This Paragraph also shall not apply to any lawsuits brought by a State or the federal government in any forum or jurisdiction. The stay and injunction 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). All statutes of limitations, statutes of repose, or other limitations period imposed by any jurisdiction in the United States are tolled to the extent permitted by law with respect to each Released Party for any Claim of a Releasing Party that is subject to the stay and injunction provisions of this Paragraph from (i) Settlement/Execution Date until (ii) thirty (30) calendar days after the stay and injunction provisions cease to apply to such Claim under the terms of this Paragraph, after which the running of all applicable statutes of limitations, statutes of repose, or other limitations periods shall recommence. Nothing in the foregoing sentence shall affect any arguments or defenses existing as of the entry of this Order, including but not limited to any prior defenses based on the timeliness of the Claims such as defenses based on statutes of limitation and statutes of repose.

VIII. OTHER PROVISIONS

30. 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).

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

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

33. Steven Weisbrot, Angeion Group, is appointed to serve as the Notice Administrator.

34. Edward J. Bell, Rubris Inc., is appointed to serve as the Opt Out Administrator.

35. 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.

36. 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 Tyco as provided for in Paragraphs 9.11, 9.12, 9.13 or 10.4 of the Settlement Agreement, as applicable. In such event, Tyco 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 Class Member cannot be raised as a defense to their claims.

37. The deadlines set forth in Paragraphs 14, 16, 21, and 25 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 Class Members, except that notice of any such extensions or adjournments shall be posted on a website maintained by the Claims Administrator, as set forth in the Notice.

38. Class Counsel, Tyco's Counsel, the Special Master, the Notice Administrator, the Opt Out 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.

39. Class Counsel and Tyco's 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 Eligible Claimants, 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.

40. 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 _____, 2024.

s/ Richard Mark Gergel
The Honorable Richard M. Gergel
United States District Judge

EXHIBIT H

Payment Schedule

Tyco's payment of the Settlement Amount totaling $750,000,000 shall be made in accordance with the Settlement Agreement and with the schedule laid out herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

Payment Designation	Earliest Possible Payment Date	Amount
First Payment	May 28, 2024	$250,000,000 (plus, if applicable, Insurance Payment(s) as described below)
Interim Payment(s), if any, as described below		
Last Payment	October 15, 2024	$500,000,000 (with adjustments as described below based on Interim Payment(s) (if any))

Definitions

"TFP QSF" means the qualified settlement fund authorized pursuant to Section 468B of the United States Internal Revenue Code under the name TFP QSF, LLC that Tyco has established and intends to use for the purposes described herein.

"Insurance Payment" means cash recovery of greater than or equal to $10,000,000 received by Tyco or the TFP QSF after the Settlement Date from any Tyco insurance carrier—whether by settlement or judgment—to pay claims for coverage of Released Claims. Tyco shall be obligated to remit such Insurance Payment(s) in accordance with the terms described below under "Effect of Insurance Payment(s)."

"Interim Payment" means the payment, if any, of between the First Payment and the Last Payment as described below.

"Maximum Total Payment" means Tyco's total payment of the Settlement Amount of $750,000,000 in accordance with Sections 3.1 and 6 of the Settlement Agreement, including without limitation all attorneys' fees, costs, and expenses. For the avoidance of doubt, under no circumstances shall Tyco or the TFP QSF be liable for any amount more than the Maximum Total Payment of $750,000,000.

Payment Dates

Each date in the Table reflects the earliest possible payment date for each payment from Tyco, subject to the following constraints.

The First Payment shall be due and payable on the later of: May 28, 2024 ***or*** ten days after Preliminary Approval.

The Last Payment shall be due and payable on the later of: October 15 ***or*** six months after the Court grants Preliminary Approval, provided, however, Tyco has not already paid the Maximum Total Payment by that date by way of Insurance Payment(s).

Transfers to Supplemental Fund and Special Needs Fund
Within five (5) Business Days after each payment described in the Settlement Agreement and this Payment Schedule, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Supplemental Fund, and five percent (5%) of the payment amount into the Special Needs Fund.

Effect of Insurance Payment(s)
Within seven (7) days of any deposit of an Insurance Payment greater than or equal to $10,000,000 to the TFP QSF after the Settlement Date, Tyco shall notify Class Counsel of the date and amount of the Insurance Payment.

Within 21 days of any deposit of an Insurance Payment to Tyco or the TFP QSF after the First Payment date, Tyco shall wire transfer to the Qualified Settlement Fund specified in Section 6 of the Settlement Agreement an amount equal to: (1) the Insurance Payment, (2) less the total of all prior payments made by Tyco to the Qualified Settlement Fund, and (3) not to exceed the Maximum Total Payment when aggregated with all Tyco payments.

These obligations will end once Tyco has paid the Maximum Total Payment, or Settlement Amount, of $750,000,000.

By way of illustration only:

- If Tyco deposits an Insurance Payment of $200,000,000 to the TFP QSF (and that is the first such Insurance Payment) on May 1, 2024, the First Payment shall be $250,000,000. Assuming no further Insurance Payment(s) in this illustration, the Last Payment would total $500,000,000.

- If Tyco deposits an Insurance Payment of $300,000,000 to the TFP QSF (and that is the first such Insurance Payment) on May 1, 2024, the First Payment shall be $300,000,000. Assuming no further Insurance Payment(s) in this illustration, the Last Payment would total $450,000,000.

- If Tyco makes the First Payment of $250,000,000, and then subsequently deposits an Insurance Payment of $300,000,000 to the TFP QSF (and that is the first such Insurance Payment) on July 1, 2024, by no later than July 22, 2024, Tyco shall make a supplemental wire transfer to the Qualified Settlement Fund of $50,000,000. Assuming no further Insurance Payment(s) in this illustration, the Last Payment would total $450,000,000.

EXHIBIT I

EXHIBIT I
Opt Out Form

In accordance with Paragraph 9.6 of the Settlement Agreement, any Eligible Claimant that wishes to opt out of the Settlement must complete the Request for Exclusion form, below. The Request for Exclusion form will be available online and allow for electronic submission to the Notice Administrator, the Special Master, the Claims Administrator, Tyco's Counsel, and Class Counsel. Submission of paper Request for Exclusion forms will be permitted and must be served on the Opt Out Administrator in accordance with Federal Rule of Civil Procedure 5, who shall ensure that all such paper forms are made available in the portal in accordance with the Settlement Agreement.

Anyone completing this form should carefully review both the Settlement Agreement and all its exhibits, including the guidance set forth in the Parties' Joint Interpretive Guidance documents.

All capitalized terms herein shall have the same meaning as in the Settlement Agreement.

REQUIREMENTS:

- Timeliness – All Requests for Exclusion must be properly submitted to the Opt Out Administrator by the deadline, [DATE]. PAO § X.

- Eligible Claimant information – All Requests for Exclusion must provide all required information about the Eligible Claimant Public Water System.

- Filer information – All Requests for Exclusion must provide all required information about the filer (i.e. the Person completing and submitting the Request for Exclusion).

- Certification of legal authority – Any entity submitting a Request for Exclusion must complete the affidavit in Section D below, certifying under penalty of perjury in accordance with 28 U.S.C. § 1746 the Eligible Claimant's standing, and that the filer has been legally authorized to exclude the Eligible Claimant from the Settlement.

    - The filer must be the affiant. Upon submission of the completed Request for Exclusion, all recipients indicated in the CC field in Section C below shall receive an email confirming receipt of the submitted Request for Exclusion as well as a PDF copy of same.

EFFECT OF REQUESTING EXCLUSION:

- Opting out voids Objections – The submission of a Request for Exclusion shall have the effect of waiving and forfeiting any and all objections that were or could have been asserted. MSA § 9.7.

- Opt Outs are not bound – Any Eligible Claimant that submits a timely and valid Opt Out shall not:

  (i) be bound by the Settlement Agreement, or by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but shall continue to be bound by other orders entered in the Litigation, including any protective order);

  (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.

  MSA § 9.7.1.

WITHDRAWAL OF OPT OUT:

- Opt Outs may be withdrawn – Any Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion submitted at any time prior to the Final Fairness Hearing and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions.

- Effect of withdrawal – The withdrawal of a Request for Exclusion does not permit a Person to assert new objections nor revive previously asserted objections.

REQUEST FOR EXCLUSION FORM WITH FILLABLE FIELDS:

Please complete each field below in order to submit a Request for Exclusion. Fields that state "if available" or "if applicable" are optional; all others are required.

Filers will create a log-in to the Opt Out portal. The log-in will be associated with the email address they provide.

Filers must submit one Request for Exclusion per Eligible Claimant. In the event that filers have authority over and intend to request exclusion for multiple Eligible Claimants, they will have the opportunity to carry over their filer information from sections B and C into subsequent Requests on behalf of additional Eligible Claimants.

A. Eligible Claimant information – This section requests information about the Public Water System requesting exclusion.

1. Eligible Claimant name.

   _____

2. Eligible Claimant SDWIS ID.

   _____

3. Eligible Claimant address.

   _____

4. Eligible Claimant telephone number (if available).

   _____

5. Eligible Claimant facsimile number (if available).

   _____

6. Eligible Claimant email address (if available).

   _____

7. Eligible Claimant counsel name (if applicable).

   _____

8. Eligible Claimant counsel email address (if applicable).

   _____

[*The online form will automatically transfer information provided in the fields for Sections A.7 and A.8 above to Section C below so that any counsel identified receives confirmation of the submitted Request for Exclusion and a PDF copy of same*.]

B. Filer information – This section requests information about the person completing the Request for Exclusion on the Eligible Claimant's behalf.

1. Filer name.

   _____

2. Filer law firm (if applicable).

   _____

3. Filer address.

   _____

4. Filer telephone number.

   _____

5. Filer facsimile number (if available).

   _____

6. Filer email address.

   _____

C. Recipients of confirmation (optional) – This section requests the name(s) and email address(es) of the Persons to whom confirmation of the submission of a Request for Exclusion should be sent, along with a copy of the submitted Request for Exclusion. If this section is left blank, only the filer, and counsel identified in Sections A.7 and A.8, if any, will receive confirmation and a copy of the submitted Request for Exclusion.

1. Name.

   _____

2. Email.

   _____

[*The online form will allow for addition of as many confirmation email recipients as desired.*]

D. Certification of legal authority – Please complete each field in the affidavit below.

1. My name is _____ [FILER'S NAME]. I am _____ [TITLE/ROLE] and legally authorized to request exclusion from the Tyco PWS Settlement on behalf of _____ [ELIGIBLE CLAIMANT NAME], with SDWIS ID _____ [ELIGIBLE CLAIMANT SDWIS ID].

2. _____ [ELIGIBLE CLAIMANT] has standing to request exclusion because it is an Eligible Claimant as such term is defined in the Settlement Agreement because it is an Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024, and does not fall under any of the exclusions to the Settlement Class definition.

   a) _____ [ELIGIBLE CLAIMANT] is not owned by a State government.
   b) _____ [ELIGIBLE CLAIMANT] is not owned by the federal government.
   c) _____ [ELIGIBLE CLAIMANT] has independent authority to sue and be sued.
   d) _____ [ELIGIBLE CLAIMANT] is not a privately owned well that provides water only to its owner's (or its owner's tenant's) individual household.

3. I understand that submission of this Request for Exclusion waives and forfeits any and all objections that _____ [ELIGIBLE CLAIMANT] did or could have asserted.

4. I understand that submission of this Request for Exclusion means that _____ [ELIGIBLE CLAIMANT] is not bound by the Settlement Agreement, or by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but that _____ [ELIGIBLE CLAIMANT] shall continue to be bound by other orders entered in the Litigation, including any protective order). I further understand that by virtue of submission of this Request for Exclusion, _____ [ELIGIBLE CLAIMANT] is not entitled to any of the relief or other benefits provided under the Settlement Agreement, and is not entitled to gain any rights by virtue of the Settlement Agreement.

I declare under penalty of perjury under 28 U.S.C. § 1746 that the foregoing is true and correct. Executed this ____ day of _____ [MONTH], 2024, at _____ [CITY, STATE].

Signature:

_____

EXHIBIT J

Bellwether Plaintiffs

The list of Eligible Claimants that have served as one of the thirteen (13) Public Water System Bellwether Plaintiffs in the MDL Cases

1. Bakman Water Company
2. City of Dayton
3. City of Sioux Falls
4. City of Stuart
5. City of Watertown
6. Emerald Coast Utilities Authority
7. Hampton Bays Water District
8. Southeast Morris County Municipal Utilities Authority
9. Town of Ayer
10. Town of Maysville
11. Village of Farmingdale
12. Warminster Township Municipal Authority
13. Warrington Township

EXHIBIT K

Letter from Releasing Party

Dear [*Person or Entity*]:

This letter regards [*name and SDWIS ID of Releasing Party/Water System*] ("[*System*]"), Tyco Fire Products LP ("Tyco") and entities affiliated with Tyco, and certain provisions in the Settlement Agreement Between Public Water Systems and Tyco approved by a federal judge on [*date of Final Approval*] ("the Settlement" or the "Settlement Agreement"). The Settlement involves Drinking Water and the group of chemicals commonly known as "PFAS." All capitalized terms not otherwise defined herein shall have the meaning set forth in the Settlement Agreement.

The purpose of this letter is to provide information about the broad, inclusive, and expansive release that [*System*] has provided to Tyco and certain entities affiliated with Tyco as part of a Settlement between Public Water Systems across the country and Tyco.

This letter does not provide or purport to provide you with legal advice. Nothing in this letter modifies or purports to modify any part of the Settlement. Rather, this letter explains certain rights and responsibilities of [*System*] and Tyco in light of the Settlement. If you would like to review the terms of the Settlement itself, it is available at www.PFASWaterSettlement.com.

Claims Released by [*System*] Under the Settlement

Under the Settlement, [*System*] has released certain Claims against Tyco and entities affiliated with Tyco (collectively, the "Released Parties") such that those Claims are fully, finally, and forever resolved. Subject to certain exceptions, under the Settlement, [*System*] has released as broadly, expansively, and inclusively as possible **any** Claim:

1. That may have arisen or may arise at any time in the future out of, relates to, or involves PFAS that has entered or may reasonably be expected to enter Drinking Water or any Releasing Party's Public Water System; including any Claim that:
    a) was or could have been asserted in the Litigation and that arises or may arise at any time in the future out of, relates to, or involves Drinking Water or [*System*]'s Public Water System;
    b) is for any type of relief with respect to the design, engineering, installation, maintenance, or operation of, or cost associated with, any kind of treatment, filtration, remediation, management, investigation, testing, or monitoring of PFAS in Drinking Water or in [*System*]'s Public Water System; or
    c) has arisen or may arise at any time in the future out of, relates to, or involves any increase in the rates for Drinking Water that [*System*] charges its customers;
2. Arising out of, relating to, or involving the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including aqueous film-forming foam ("AFFF")) manufactured with or

containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS);

3. That has arisen or may arise at any time in the future out of, relates to, or involves the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS);

4. That has arisen or may arise at any time in the future out of, relates to, or involves [*System*]'s transport, disposal, or arrangement for disposal of PFAS-containing waste or PFAS-containing wastewater, or [*System*]'s use of PFAS-containing water for irrigation or manufacturing;
5. That has arisen or may arise at any time in the future out of, relates to, or involves representations about PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); and
6. For punitive or exemplary damages that has arisen or may arise at any time in the future out of, relates to, or involves PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS).

Tyco and the Other Released Parties Have No Further Obligation to Pay

Through its payments under the Settlement, Tyco has fully resolved any and all duties and obligations that it or the other Released Parties might have to contribute funds toward or otherwise address any alleged damages, treatment, filtration, or remediation that in any way arises out of, relates to, or involves PFAS that has entered or may enter Drinking Water or the Public Water System of [*System*] or any other Releasing Party.

[*System*] Has Invested or Will Invest, if Warranted, in Keeping PFAS Concentrations Below Maximum Contaminant Levels

[*System*] has invested or will invest, if warranted, in treatment to reduce PFAS concentrations in its Drinking Water to or below federal and state Maximum Contaminant Levels for PFAS as they may be updated from time to time.

Sincerely,

[*signature of authorized representative of Releasing Party/Water System*]

EXHIBIT L

Dismissal with Prejudice

Model Dismissals with prejudice per Paragraph 12.6

Pursuant to Paragraph 12.6 of the Settlement Agreement, each Releasing Party shall execute a stipulation of dismissal with prejudice of all Released Claims (the "Dismissal") in the form provided by this Exhibit L within fourteen (14) calendar days after the Effective Date.

This Exhibit L provides two model Dismissals:

- **Exhibit L.1** is a full Dismissal of all Claims brought in the Litigation by the Releasing Party against any Released Party.

- **Exhibit L.2** is a limited Dismissal of Claims brought in the Litigation by the Releasing Party against any Released Party, which may be used only upon written agreement among the Releasing Party, Class Counsel, and Tyco's Counsel, or by leave of court, pursuant to Section 12.6.1 of the Agreement.

Exhibits L.1 and L.2 are styled as stipulated Dismissals. However, under either circumstance set forth in this paragraph, a Dismissal may be differently styled and still satisfy the requirements set forth in Paragraph 12.6. First, if a voluntary Dismissal by the Releasing Party will properly effectuate the required Dismissal with prejudice, the Releasing Party and the Released Parties may agree that the Releasing Party will file a voluntary Dismissal and, if so, shall agree to such changes to the appropriate model Dismissal as are reasonably necessary for it to be so filed.

Second, if an applicable rule of procedure or other applicable law requires either that the Dismissal be styled as something other than a stipulated Dismissal or that parties in addition to the Releasing Party and the Released Parties would need to join the stipulation, for the stipulation to become effective, the Releasing Party and the Released Parties shall make such changes to the appropriate model Dismissal as are reasonably necessary to conform to the applicable rule(s) or law(s) (*e.g.*, by restyling the model Dismissal as an agreed motion to dismiss). For the avoidance of doubt, any Dismissal must be a Dismissal with prejudice of all Claims required to be dismissed by the Settlement Agreement, including by Paragraph 12.6, and must be filed with the appropriate court(s) within the later of fourteen (14) calendar days after the Effective Date or seven (7) calendar days after the Court's ruling on any motion for leave to file a limited dismissal.

EXHIBIT L.1
Full Dismissal with Prejudice

[INSERT COURT]

[Insert Case Caption]	[Insert Case Number]

STIPULATION OF DISMISSAL PURSUANT TO [insert applicable rule(s) of procedure]

Pursuant to [insert applicable rule(s) of procedure], Plaintiff in the above-captioned action and Defendant Tyco Fire Products LP ("Tyco") hereby stipulate and agree to a dismissal with prejudice of all Plaintiff's Claims against Tyco, Chemguard Inc. ("Chemguard"), ChemDesign Products, Inc. ("ChemDesign") and any other Released Parties[1] in this action pursuant to Plaintiff's decision to participate in the Settlement Agreement Between Public Water Systems and Tyco dated April 12, 2024 (the "Settlement Agreement"), which received final approval on _____, 2024, from the Court overseeing *In Re: Aqueous Film-Forming Foams Products Liability Litigation,* MDL No. 2:18-mn-2873 (D.S.C.). The Released Parties in this action are Tyco, Chemguard, ChemDesign, and the following defendants: [insert other Released Parties in above-captioned action].

Each party shall bear its own costs.

Dated: _____, 2024

Respectfully submitted,

*/s/*_____
[Plaintiff Counsel Signature Block]
Counsel for Plaintiff

*/s/*_____
[Tyco Counsel Signature Block]
Counsel for Tyco Fire Products LP

[1] Unless otherwise indicated, all capitalized terms in this motion have the meaning given to them in the Settlement Agreement.

CERTIFICATE OF SERVICE

[Insert certificate of service, if appropriate.]

EXHIBIT L.2
Limited Dismissal with Prejudice

[INSERT COURT]

[Insert Case Caption]	[Insert Case Number]

STIPULATION OF DISMISSAL PURSUANT TO [insert applicable rule(s) of procedure]

Pursuant to [insert applicable rule(s) of procedure], Plaintiff in the above-captioned action and Defendant Tyco Fire Products LP ("Tyco") hereby stipulate and agree to a dismissal with prejudice of certain of Plaintiff's Claims against Tyco, Chemguard Inc. ("Chemguard"), ChemDesign Products, Inc. ("ChemDesign") and any other Released Parties[2] in this action pursuant to Plaintiff's decision to participate in the Settlement Agreement Between Public Water Systems and Tyco dated April 12, 2024 (the "Settlement Agreement"), which received final approval on _____, 2024, from the Court overseeing *In Re: Aqueous Film-Forming Foams Products Liability Litigation,* MDL No. 2:18-mn-2873 (D.S.C.). The Released Parties in this action are Tyco, Chemguard, ChemDesign, and the following defendants: [insert other Released Parties in above-captioned action].

The certain Claims or portions thereof that are not dismissed pursuant to this stipulation are the following: [insert non-dismissed Claims or portions of Claims listed as to the Plaintiff (or its affiliated entity) as agreed among the Releasing Party, Class Counsel, and Tyco's Counsel, or as ordered by the court upon Releasing Party's motion for leave, consistent with

[2] Unless otherwise indicated, all capitalized terms in this stipulation have the meaning given to them in the Settlement Agreement.

Paragraph 12.6.1 of the Settlement Agreement] The Claims or portions of Claims specified above are not dismissed in this action as to the Released Parties. The parties stipulate and agree to a dismissal with prejudice of all other Claims and portions of Claims that Plaintiff has brought against any and all Released Parties.

Each party shall bear its own costs.

Dated: _____, 2024

Respectfully submitted,

*/s/*_____
[Plaintiff Counsel Signature Block]
Counsel for Plaintiff

*/s/*_____
[Tyco Counsel Signature Block]
Counsel for Tyco Fire Products LP

CERTIFICATE OF SERVICE

[Insert certificate of service, if appropriate.]

EXHIBIT M

Required Participation Thresholds

Agreement to be Filed Under Seal

Confidential Document Contemporaneously Submitted to the Court for In Camera Review
in Compliance with CMO No. 17

EXHIBIT N

MEMORANDUM:

THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON INTERRELATED DRINKING WATER SYSTEMS

This memorandum provides guidance on how the Settlement Agreement between Public Water Systems and Tyco Fire Products LP applies in interrelated Drinking Water systems where there is not a single entity that draws water from a source, treats the water for any contaminants, and distributes the water to residential customers and other end users. This memorandum uses as its chief example of an interrelated Drinking Water system the scenario where one water system (a "retail customer") purchases water from another entity (a "wholesaler"). The principles set forth here may also apply to other interrelated-system scenarios where more than one entity is involved in providing Drinking Water.

BASIC PRINCIPLES

- The Settlement Agreement applies to Public Water Systems that operate as wholesalers. Most wholesalers are registered with the EPA as Public Water Systems[1] and/or fall within the Settlement Agreement's definition of "Public Water System."
- Public Water Systems, including wholesalers and their retail customers, are Class Members if they fall within the definition of the "Settlement Class." A Public Water System is in the Settlement Class if it detects PFAS at any level on or before May 15, 2024 or otherwise falls within the Settlement Class definition.
- Purchased water is covered by the Settlement and will be taken into account by the Claims Administrator under the Allocation Procedures.
- Consistent with a fundamental precept of the Settlement, the Settlement Agreement provides for one payment for each respective Water Source, not a double recovery by both the wholesaler and its retail customer. The payment may be divided between the wholesaler and the retail customer as described below.
- The Settlement Agreement provides the Claims Administrator with sufficient discretionary authority, subject to the Special Master's oversight and authority to decide appeals, to apply the terms of the Settlement Agreement (including its Exhibits) to the unique facts presented by each interrelated Drinking Water system, in order to expeditiously allocate and distribute the Settlement Funds among all Qualifying Class Members in a manner that is fair and equitable and accords with the procedures and timing described in the Allocation Procedures. Appeals of the Claims Administrator's decisions regarding apportionment of an award between two or more claimants will be

[1] In determining the number of people that a wholesaler serves, data from SDWIS's "Population Served Count" field should be considered for both the wholesaler and related entities such as its customers, as indicated by SDWIS's "Seller PWS ID" and "Seller PWS Name" fields.

governed by the appeals process described in paragraph 2.65 and section 8 of the Settlement Agreement.

OPERATION OF ALLOCATION PROCEDURES

- In almost all circumstances where a Public Water System purchases water from a wholesaler, both will be in the Settlement Class as to that water. Because the Settlement provides that there will be one amount allocated to that water to avoid double recovery or duplicative allocation, the following principles will apply to dividing the Allocated Amount between the wholesaler and the retail customer:
    - If the wholesaler and the retail customer come to an agreement as to how to divide the Allocated Amount, they should inform the Claims Administrator (either by submitting a Joint Claims Form, as described below, or otherwise).
    - Absent such an agreement, the Claims Administrator will divide the Allocated Amount based on relative capital and O&M costs of PFAS treatment borne by the wholesaler and the retail customer, respectively. The Claims Administrator shall determine how such costs are "borne" by assessing and taking into account which entity does, or has responsibility for, the PFAS treatment[2] and, to the extent it is the wholesaler, whether the retail customer paid all or part of the costs indirectly through the purchase price, under the applicable contract, or otherwise.[3]
- Where the wholesaler opts out (or, hypothetically, is not in the Settlement Class), but the retail customer is in the Settlement Class, the retail customer receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.
- Where the retail customer opts out (or, hypothetically, is not in the Settlement Class), but the wholesaler is in the Settlement Class, the wholesaler receives the recovery for the water if it shows that it bears the PFAS treatment costs for that water.

In applying these principles, the Claims Administrator will use information supplied in Claims Forms as described below.

MECHANICS FOR SUBMISSION OF CLAIMS FORMS

Class Members in a wholesaler-retailer relationship will have three options for submitting Claims Forms relating to the purchased water: (1) submit a Joint Claims Form to the Claims

[2] In this memorandum, PFAS "treatment" refers to PFAS treatment, filtration, and remediation, removal of PFAS from water or a system, and any effort to prevent PFAS from entering water or a system.

[3] In this memorandum, references to "borne" and "bear" will be interpreted consistent with these principles. In determining whether a retail customer bears the cost of PFAS treatment, the Claims Administrator also may take into account whether the retail customer shows that water was re-contaminated with PFAS after sale by the wholesaler.

Administrator; (2) unilaterally submit other documentation to the Claims Administrator; or (3) do not make any special submission to the Claims Administrator (beyond the individual Claims Form that all Class Members must submit to qualify for payments). The effect of each option will be described next.

Option One:
Submit a Joint Claims Form with Another Class Member

To assist the Claims Administrator in making decisions where two or more Class Members handle the same water, the Claims Administrator shall make available a Joint Claims Form that any two (or more) Class Members may submit to provide information to help the Claims Administrator assess relevant claims. The Joint Claims Form will enable the Class Members to explain their relationship and express their joint view about the proper division of an Allocated Amount between them. For example, the Class Members submitting this Joint Claims Form may report on any contractual relationship that dictates (or at least suggests) how payments should be shared. The Claims Administrator ordinarily will adhere to any division of funds that the Class Members jointly suggest in their timely Joint Claims Form, provided the agreement is consistent with the principles and terms of the Settlement Agreement.

The Joint Claims Form is in addition to the other Claims Forms required by the Settlement Agreement, which each Class Member must still submit to obtain payment. In addition, if a wholesaler owns Impacted Water Sources that are independent of and unrelated to the water that it sells to a retail customer, the wholesaler can make independent claims for those Impacted Water Sources. Likewise, if a retail customer draws or collects water from Impacted Water Sources that are independent of and unrelated to the water that it purchases from a wholesaler, the retail customer can make independent claims for those Impacted Water Sources.

Option Two:
Submit Other Documentation Unilaterally

If, for any reason, two or more Class Members that could have submitted a Joint Claims Form do not do so, then the Claims Administrator may consider any relevant documents that either Class Member timely submits to the Claims Administrator. To facilitate the submission and review of such documents, the Claims Administrator shall make available an Addendum Form to be used by any Class Member submitting such documents. These documents could include, for example, a contract dictating or suggesting how such funding should be shared or at least explaining what responsibility is borne by each Class Member for any capital and/or O&M costs of treating PFAS.

Option Three:
Make No Special Submission

If Class Members that could submit a Joint Claims Form for a specific Water Source do not submit such a Form (Option One), and if none of those Class Members submits relevant documentation (Option Two), the Claims Administrator has full discretionary authority to request additional information that he deems necessary to determine which entity or entities bear

the PFAS treatment costs for that water. Absent adequate information about how PFAS treatment costs will be borne, the Claims Administrator may divide an Allocated Amount equally between or among Class Members.

The expectation is that Class Members eligible to file a Joint Claims Form will timely do so, likely rendering unnecessary any request for additional information. Of course, to access funds from the Settlement Agreement, a Class Member also must submit an individual Claims Form and thus become a Qualifying Class Member.

CLARIFICATIONS

Scope of Release

The Settlement Agreement contains detailed release provisions that specify whose claims are released. A core purpose of the release provisions is to prevent double recovery for the same water. In general, by participating in the Settlement, a Class Member releases claims on behalf of itself and its Releasing Parties (as defined in the Settlement Agreement) with respect to the water provided to (or supplied by) the Class Member. In general, if a wholesaler opts out of the Settlement Class and its retail customer is a Class Member, the release would extend to the wholesaler as to the water it provided to the Class Member except to the extent the wholesaler shows it had the obligation for and bore unreimbursed PFAS-treatment costs for that water independent of the retail customer. Ultimately, whether claims are released will turn on the application of the release provisions of the Settlement Agreement to the specific facts relevant to the wholesaler, the retail customer, and their relationship.[4]

Definition of "Water Source"

The Settlement Agreement defines "Water Source" as, among other things, "a groundwater well, a surface water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water." This definition is intended to be broad and includes any point from which a Public Water System may draw or collect water, regardless of whether the Water Source is owned by a retail customer or by a wholesaler.

The Settlement Agreement's definition of "Water Source" contains a clause expressly including "the raw or untreated water" that a Public Water System draws or collects from an intake point for distribution as Drinking Water. Such clause was intended to bar duplicative recovery for the same water. It was not intended, and should not be interpreted by the Claims Administrator, to preclude a retail customer from recovering for water that it purchases from a wholesaler, to the extent that the retail customer bears all or part of the PFAS treatment costs for that water. Nor should the clauses be interpreted to bar two or more Class Members from sharing the Allocated Amount for the water if they both bear part of the PFAS treatment costs for that water.

[4] Nothing in this guidance supersedes the provisions of the Settlement Agreement about the States, the federal government, or certain Public Water Systems owned by States or the federal government.

* * *

Because each interrelated Drinking Water system presents unique facts, ultimately the Claims Administrator, under the Special Master's oversight, will need to exercise sound discretion to ensure fair and equitable outcomes that comport with the principles and terms of the Settlement Agreement.

EXHIBIT O

MEMORANDUM:

THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON ENTITIES THAT OWN AND/OR OPERATE MULTIPLE PUBLIC WATER SYSTEMS

This memorandum provides guidance on how the Settlement Agreement between Public Water Systems and Tyco Fire Products LP applies where a single entity owns and/or operates multiple Public Water Systems.

The Settlement involves a nationwide Settlement Class of individual Public Water Systems. If one Public Water System that is an Eligible Claimant opts out (i.e., submits a Request for Exclusion) and thus does not become a Class Member,[1] that action alone would not automatically result in all Eligible Claimants with the same owner, the same operator, or both, opting out. The Settlement Agreement's Exhibit D (Notice) expressly states:

> [I]f you own or operate more than one Active Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Active Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Active Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Active Public Water System that you wish to opt out of the Settlement Class.

Likewise, as to the Release, if an entity that owns and/or operates multiple Public Water Systems becomes a Class Member as to some of them, but opts out as to others, that entity's claims are released as to the former Public Water Systems and their Drinking Water and are not released as to the latter Public Water Systems and their Drinking Water. And if a Class Member is owned by one entity but is operated by a second entity that owns and/or operates multiple Public Water Systems, the Class Member's decision not to opt out would result in releasing the second entity's claims related to the Class Member and its Drinking Water but would not, by itself, result in releasing the claims of other Public Water Systems owned and/or operated by the second entity.

[1] Under the Settlement Agreement, "Eligible Claimant" refers to a Public Water System that qualifies as a member of the Settlement Class, while "Class Member" means Eligible Claimant that does not opt out of the Settlement Class. *See* Settlement Agreement §§ 2.13 and 2.22.

EXHIBIT P

MEMORANDUM:

THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON FEDERALLY RECOGNIZED INDIAN TRIBES AND PUBLIC WATER SYSTEMS THAT THEY OWN OR OPERATE

This memorandum provides guidance on how the Settlement Agreement between Public Water Systems and Tyco Fire Products LP applies to federally recognized Indian Tribes and Public Water Systems that they own or operate.

The Settlement Agreement does not categorically exclude or otherwise afford differential treatment to Public Water Systems owned or operated by federally recognized Indian Tribes. While the Settlement Agreement expressly excludes from the class definition certain Public Water Systems owned by the federal government or by state governments, it contains no such exclusion for Public Water Systems owned or operated by Tribes. Indeed, the Settlement Agreement contains no provisions whatsoever specifically addressing or differentiating Public Water Systems owned or operated by Tribes.

The effect of the Settlement Agreement is therefore clear: If a Public Water System owned by a Tribe otherwise meets the Settlement Class definition, that system is an Eligible Claimant and, unless the system opts out, that system will be a Class Member and the Settlement will apply in the same manner as it does to every other Class Member. This result—inclusion in the Settlement with the option to opt out—pays respect to Tribal self-government and self-determination and provides Tribe-owned Public Water Systems with a degree of flexibility not afforded to the subset of federal- and state-owned systems that are categorically excluded from the Settlement.

If one Public Water System that is owned or operated by a federally recognized Indian Tribe and is an Eligible Claimant opts out (i.e., submits a Request for Exclusion) and thus does not become a Class Member, that action alone would not automatically result in all Eligible Claimants owned or operated (or owned and operated) by the same Tribe, opting out. The Settlement Agreement's Exhibit D (Notice) expressly states:

> [I]f you own or operate more than one Active Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Active Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Active Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Active Public Water System that you wish to opt out of the Settlement Class. Any Active Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class

Likewise, as to the Release, if a federally recognized Indian Tribe that owns or operates (or owns *and* operates) multiple Public Water Systems becomes a Class Member as to some of them, but opts out as to others, that Tribe's claims are released as to the former Public Water Systems and their Drinking Water and are not released as to the latter Public Water Systems and

their Drinking Water. And if a Class Member is owned by one federally recognized Indian Tribe but is operated by an entity that owns and/or operates multiple Public Water Systems, the Class Member's decision not to opt out would result in releasing that entity's claims related to the Class Member and its Drinking Water but would not, by itself, result in releasing the claims of other Public Water Systems owned and/or operated by that entity.

Finally, the Parties' mutual understanding is that a Release on behalf of a Tribe-owned Class Member, consistent with the terms of the Settlement Agreement, would not release a Claim that the Tribe might bring, in its sovereign capacity as a natural-resource trustee, for natural-resource damages that are wholly unrelated to Drinking Water or any Public Water System.

EXHIBIT Q

MEMORANDUM:

THE PARTIES' JOINT INTERPRETIVE GUIDANCE ON CERTAIN RELEASE ISSUES

This memorandum provides guidance on certain issues relating to the interpretation of the release provisions in the Settlement Agreement between Public Water Systems and Tyco Fire Products LP.

1. Paragraphs 12.1.2.1 and 12.1.2.2 of the Settlement Agreement describe certain Claims to which certain parts of the definition of the Release (at Paragraph 12.1.1(i)–(iii)) do not apply. Paragraph 12.1.2.1 provides in part:

> Paragraph 12.1.1(i)–(iii) does not apply to a Class Member's Claim related to the remediation, testing, monitoring, or treatment of real property to remove or remediate PFAS where (i) the Class Member owns or possesses real property and has legal responsibility to remove contamination from or remediate contamination of such real property; (ii) such real property is *separate from and not related in any way to* the Class Member's Public Water System (such as an airport or fire training facility); . . . . (emphasis added)

Paragraph 12.1.2.2 provides in part:

> Paragraph 12.1.1(i)–(iii) does not apply to a Class Member's Claim related to the discharge, remediation, testing, monitoring, treatment, or processing of stormwater or wastewater to remove or remediate PFAS at its permitted stormwater system or permitted wastewater facility where (i) the Class Member owns or operates a permitted stormwater system or permitted wastewater facility; (ii) such facility is *separate from and not related in any way to* the Class Member's Public Water System such as a separate stormwater or wastewater system that is not related in any way to a Public Water System); . . . . (emphasis added)

It is the parties' joint understanding that the words "separate from" and "not related in any way to" in the two clauses italicized above mean "separate from and not physically related to."

2. Paragraph 2.7 of the Settlement Agreement defines the term "Claim" to include a claim for "contribution" or "indemnity." Such a Claim is released only to the extent that it is within the definition of "Release" or "Released Claims" in Paragraph 12.1 of the Settlement Agreement. Accordingly, a Claim for contribution or indemnity that relates to matters that are excluded from the definition of Release or Released Claims (e.g., a Claim that falls within the exceptions in Paragraph 12.1.2 of the Settlement Agreement) is not released.

3. Paragraph 2.55(c) of the Settlement Agreement defines the term "Releasing Parties" to include, among others, "any past, present, or future administrators, agents, attorneys, board members, counsel, directors, employees, executors, heirs, insurers, managers, members, officers (elected or appointed), predecessors, principals, servants, shareholders, subrogees,

successors, trustees, water-system operators, and assignees or other representatives, of any of the foregoing in their official or corporate capacity." It is the parties' joint understanding that this language does not mean that such individual persons release personal Claims (i.e., for personal injury).

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendant.*	))))))))))	Civil Action No.: 2:24-cv-02321-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, Joe Rice, 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 Tyco Fire Products LP, including Defendant Chemguard, Inc. ("Tyco" 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; 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 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 Tyco in 2022, 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 Tyco, 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 Tyco in January 2022. We spoke in January, February, March, April, and May. We made a number of presentations that involved settlement structure, settlement parameters, and damages. In October 2022, settlement discussions became more serious after the Court appointed Judge Layn Phillips. In April 2023, we began mediation with Judge Phillips, as discussed below. It was always an arms-length, highly-adversarial process.

11. From the outset, Tyco made it clear that it would only settle Public Water System claims on a national class basis to obtain as much relief as legally possible. As a result, we began

to focus our efforts on class structure, the identification of Class Members and, ultimately, on allocation. We agreed that the class would be defined as every Active Public Water System in the United States of America that has one or more Impacted Water Sources as of May 15, 2024.

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, 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 by gathering all available PFAS sampling data to determine which Active Public Water Systems in the United States has detected PFAS in their Water Sources. 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.

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 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 Suppliers, 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 TYCO WERE EXTENSIVE AND CONDUCTED AT ARMS-LENGTH

17. After we had begun discussions with Tyco, the Court appointed Hon. Layn Phillips (retired) as mediator on October 26, 2022. Beginning in Spring 2023, we mediated several times

with Tyco before Judge Phillips in-person in both New York and Washington D.C. On one of those occasions, I made a presentation to a large group of Tyco insurers in New York. We also met several times remotely throughout 2023. We further resumed mediation in February and March 2024 in New York. Judge Phillips' presence furthered the discussions and, along with significant efforts by the negotiating teams from both sides, resolution was reached in April 2024.

18. Negotiations were complicated by Tyco's simultaneous negotiations with its insurers. The parallel discussions delayed the negotiations overall. Critical issues related to class definition, scope of the release, and allocation also presented challenges in these intense negotiations.

19. The Court's ruling on the government contractor defense motion also motivated the parties to reach the Settlement. On the one hand, the Court had not granted total immunity to AFFF manufacturers, including Tyco; on the other hand, the Court left open the possibility that Tyco could present evidence to the jury to support the defense. Tyco and its predecessor Ansul have qualified thirteen "Ansulite," "AFC," or "Ansul AFFF" MilSpec products to the QPL since 1976. This presented a risk for Class Members that Tyco would present evidence that the government contractor defense shields it from liability. Plaintiffs could not rely on a legal ruling finally deciding the issue as a matter of law but would have to litigate such a decision, which could require trial and appeals. And then, the outcome is uncertain.

20. In addition, Tyco's AFFF was made with telomer-based PFAS. Because several other manufacturers also used telomer-based PFOA, product identification requires additional documentary evidence. In some cases, Class Members may no longer have this evidence and could be vulnerable to a causation challenge. This risk, too, supports the Settlement.

21. The preparation for the Telomer Defendants bellwether trial (City of Watertown

and Southeast Morris County Municipal Utilities Authority) pressed the parties to reach a resolution. In addition, the parties benefited from the trial preparation in the *Stuart* case, which provided instruction as to how the Court might rule on issues in any bellwether trial, including dispositive motion practice and *Daubert* motions practice to begin trial on June 5, 2023. This discovery included the deposition of Tyco's designated Rule 30(b)(6) witness in February 2022. By late May 2023, all parties were preparing for trial and fully informed of the evidence available to prosecute and defend the case. Other factors encouraged settlement to avoid uncertainty. For example, 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 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 to seek bankruptcy protection.

22. These factors – the Court's opinion on the government contractor defense, the appointment of Judge Phillips, the potential difficulty of proving causation, and the extensive discovery undertaken in the MDL – motivated the parties to finalize negotiations. The parties finally signed a Settlement Agreement on April 12, 2024.

THE SETTLEMENT OFFERS BENEFITS THAT ARE FAIR, REASONABLE AND ADEQUATE

23. The Settlement confers substantial relief on all Class Members and resolves Plaintiffs' and Class Members' allegations that, over the course of five decades, Tyco (and its predecessor Ansul) manufactured, sold, and supplied PFAS-containing AFFF that contaminated Plaintiffs' and Class Members' Public Water Systems, requiring costly treatment and/or remediation.

24. The timing of the Settlement coincides with EPA's promulgation, on April 10, 2024, of National Primary Drinking Water Regulation (NPDWR) establishing legally enforceable levels, called Maximum Contaminant Levels (MCLs), for six PFAS in drinking water. EPA set MCLs of 4 parts per trillion (ppt) each for PFOA, PFOS, PFHxS, PFNA, and HFPO-DA. The new regulation also limits PFAS mixtures containing at least two or more of PFHxS, PFNA, HFPO-DA, and PFBS using a Hazard Index MCL to account for the combined and co-occurring levels of these PFAS in drinking water.

25. In addition, a series of verdicts against Tyco could threaten the financial viability of the company, resulting in a Chapter 11 bankruptcy filing that could leave Plaintiffs without compensation.

26. Several Public Water Systems 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.

27. I have a detailed understanding of these cases and the proposed class Settlement. In my professional opinion, the Settlement maximizes the recovery available to Public Water Systems in light of the risks of continuing litigation against Tyco. 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 now face enforceable EPA PFAS drinking water standards. 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. I believe that the Settlement represents the most fair and equitable recovery the Class Members could have achieved against Tyco in this matter in light of the known risks and considering all the known facts and circumstances. The Court should approve the Settlement as eminently fair, reasonable, and adequate.

Executed this 24th day of April 2024, at Dallas, Texas.

Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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 ("PWS") against Tyco Fire Products LP and Chemguard, Inc. (collectively herein, "Tyco") for PFAS contamination of Class Members' drinking water.

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 (including most recently on April 25, 2024 (ECF No. 4904)), as well as with Joe Rice, as appointed by Order dated August 22, 2023 (ECF No. 3602). I was further authorized by the Court in CMO No. 2-B to negotiate potential resolutions of cases within the Aqueous Film-Forming Foams ("AFFF") MDL alongside Mr. Summy and Mr. Napoli. Most recently, I was appointed Class Counsel for the Public Water System Class Action Settlements reached with the DuPont entities and 3M (ECF Nos. 4543 and 4754, respectively) (the "DuPont PWS Settlement" and the "3M PWS Settlement"), along with Mr. Summy, Mr. Napoli, Mr. Rice, and Elizabeth Fegan.

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]

8. Most recently, as detailed above, I have been appointed by this Court as Class Counsel for the DuPont and 3M PWS Settlements (ECF Nos. 4543 and 4754, respectively).

9. 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").

10. 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. In addition, and as the Court is aware, Gary Douglas was trial counsel in each of the first three C-8/Leach injury cancer trials, all of which resulted in verdicts in favor of the plaintiff, and which led to the global personal injury settlement of $671 million with DuPont on behalf of approximately 4,000 personal injury claimants.[2]

11. As the Court is also aware, 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

[1] Over the course of my career, I have also been appointed to Plaintiffs' Steering Committees in seven other MDLs.

[2] The C-8 trial case of *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 C-8 trials, *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.). The second and third trials resulted in significant compensatory and punitive damage awards.

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.

12. On March 20, 2019, following the establishment of this MDL, under CMO No. 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 and overall litigation efforts against the Defendants, and participated in all settlement negotiations as permitted by the Court's entry of CMO No. 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.

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE AND IN THE BEST INTEREST OF THE CLASS MEMBERS

13. My colleague, Scott Summy, addresses in his Declaration the extent of discovery and pretrial proceedings that were conducted before this Settlement was reached. Additionally, Mr. Summy and the Court-appointed mediator, Judge Layn Phillips (ret), address in their respective Declarations the hard-fought negotiations that ultimately resulted in the Settlement Agreement. I briefly recap such efforts here.

14. Before the parties began informal settlement negotiations in early 2022, extensive discovery had already been completed and my Co-Lead Counsel and I had a substantial understanding of the strengths and weaknesses of the claims against all defendants generally, including against Tyco specifically. Indeed, I played a key role in mediation with regards to the knowledge of the overall discovery and liability issues at play in this complex litigation. I

attended every formal mediation session which occurred in both New York City and Washington D.C. As it pertains to the understanding of the liability case, under Gary Douglas, our firm helped oversee the prosecution of the liability case against many of the defendants, including Tyco and the other defendants in the MDL who used the telomerization process to manufacture the fluorosurfactants that were then used in their AFFF products (the "Telomer Defendants"). Mr. Douglas was also selected to serve as lead trial counsel for the first AFFF water provider bellwether trial, *City of Stuart v. 3M et al.*, 18-cv-3487.

15. While Tyco was a defendant in all of the first wave of water provider bellwether cases – both Tier One and Tier Two – as it pertains to the *Stuart* case that was being worked up for trial, Tyco was ultimately dismissed from that case because the majority of the AFFF at issue was manufactured by 3M and later National Foam.

16. In both the context of the general liability discovery for the litigation generally, for the first wave of water provider bellwether work, and the massive *Stuart* trial preparation, Mr. Douglas and the litigation team comprised of certain PEC law firms paved the way for the ultimately successful settlement negotiations that I, along with the settlement team, helped lead, which first resulted in the settlements with 3M for up to $12.5 billion and the DuPont entities for $1.185 billion. All such efforts have now culminated in the instant $750 million proposed settlement with Telomer Defendant, Tyco.

17. As the Court is well aware, the liability case that was built against 3M, DuPont, Tyco and other Telomer Defendants was massive and has been previously outlined in other submissions. The litigation team's efforts were herculean in scope – first, in their preparation and trial-readiness for the *Stuart* case, set to open on June 5, 2023, and then again in their efforts throughout the second round of water provider bellwether cases that were part of the Telomer

bellwether selection and trial preparation process, which is outlined briefly below. All such efforts were conducted over a backdrop of a new and evolving regulatory framework, and developing scientific evidence attendant to such a case, which was all being overseen in the litigation context under Mr. Douglas and many of the same litigation team members. Such team members were responsible for: (a) collecting, reviewing and oversight of coding of over 4.95 million documents, comprising over 40 million pages totaling and spanning over fifty (50) years from the defendants, the United States, and third parties; (b) taking or defending 216 fact and expert depositions; (c) filing numerous motions to compel depositions and/or the production of documents; (d) briefing of the three (3) *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 of a selection of and then discovery in a water provider bellwether that had three phases of case development; (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 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 No. 19G. While previously set forth, this work is noteworthy to reiterate, as it was largely responsible for the pressure that brought about not only the resolutions with 3M and DuPont, but also was much of the basis for the eventual Settlement Agreement with Tyco.

18. On July 14, 2023, the Court directed the parties to develop a next wave of water provider bellwether cases focused on the Telomer Defendants. Jul. 14 Hearing Transcript, 44:14-20. On September 13, 2023, the Court issued CMO No. 27 (ECF No. 3665) which directed the

parties to begin bellwether work-up against Telomer Defendants and accepted the parties' recommendation, which came about following significant meet and confers, to designate four (4) Telomer water provider cases for Tier One discovery. *Id.*

19. Significant discovery efforts went into litigating the four (4) Tier One Telomer water provider bellwether cases. Thereafter, the Court selected two (2) cases, *City of Watertown v. 3M Company et al.* (No. 2:21-cv-01104) ("*Watertown*") and *Southeast Morris County Municipal Utilities Authority v. 3M Company et al.* (No. 2:22-cv-00199) ("*SMCMUA*"), to advance to Tier Two bellwether trial work-up (CMO No. 27-D, ECF No. 4275). These two Tier Two cases, *Watertown* and *SMCMUA*, then underwent nonstop discovery. The Tier Two discovery of the Telomer cases was unrelenting. In a matter of approximately seventy-five (75) days, both Tier Two cases went through tremendous discovery that ordinarily would have taken two or more years. This discovery included: (a) several multi-day field samplings with both the Plaintiffs and defense experts that included groundwater sampling, soil sampling and pore water sampling; (b) numerous site investigations at airports, fire training centers, and each and every one of the bellwether candidates' water supply wells; (c) several dozens of subpoenas served on third parties, almost all of which provided responsive documents that had to be reviewed and followed up on; (d) over twenty-five (25) fact depositions, all of which required significant preparation and effort by some of the most skilled litigators in the country for these types of groundwater contamination cases; and (5) production and review of written discovery and documents.

20. Prior to the Court's initiation of the Telomer Bellwether Program, the Tyco Defendants had always maintained that they had little to no risk due to the difficulty in proving a water provider case against them, as well as other defenses. It took the work performed by Plaintiffs in the Telomer Water Provider Bellwether Program for Tyco's tune to change; of

course, such work was the cherry on top of the existing work that had previously been performed that brought the litigation and the *Stuart* case to the courthouse steps and the aforementioned PWS resolutions with DuPont and 3M announced on the eve of trial.

21. While there had been discussions at various times with Tyco's counsel, informal settlement discussions with Tyco began in earnest in early 2022. On October 26, 2022, the Court appointed Judge Layn Phillips (ret) of Phillips ADR as the mediator in this MDL. In December 2022, a mediation was held with Tyco and its insurers. Thereafter, and as discussions picked up pace, Judge Phillips scheduled multiple in-person meetings, virtual meetings and telephonic conferences, which were held at all hours of the day. Throughout the spring and summer 2023, we met almost monthly until August. Discussions picked back up and accelerated in pace beginning in February 2024, and thereafter continued with increased fervor until agreement was reached, and the Settlement Agreement executed on April 12, 2024. And as noted above, while such discussions were taking place, much of the same trial team that had prepared the *Stuart* trial case was putting impactful pressure on Tyco and other Telomer Defendants, by proceeding through bellwether discovery and work-up of trial cases pursuant to CMO Nos. 27A-G. All of these efforts, taken together, resulted in the Tyco Settlement.

22. During negotiations and throughout our work on the Settlement, Tyco made it clear that it would only settle Public Water System cases on a national classwide basis. To this end, it was contemplated and ultimately decided that members of the proposed Settlement Class would be composed of Active Public Water Systems that have a PFAS detection in at least one of their water sources as of May 15, 2024, with certain exclusions – namely, population size and category classification (Non-Transient Non-Community Water Systems serving 3,300 or fewer people and Transient Non-Community Water Systems of any size are excluded) and ownership

type (all Public Water Systems owned by a State or the federal government and lack independent authority to sue or be sued are excluded). This framework was agreed upon to ensure that those Public Water Systems with known PFAS contamination receive compensation, and those Public Water Systems without a PFAS detection prior to May 15, 2024, would not be subject to this Settlement because they do not meet the Class definition.

23. Given this categorization, our settlement team leveraged much of the work done in consultation with ethical and other experts to achieve the previous PWS Settlements with 3M and DuPont. It is the opinion of all four Co-Lead Counsel, or proposed Class Counsel, that the proposed Settlement Agreement provides fair, reasonable and adequate compensation to members of the Settlement Class.

24. The Settlement confers substantial benefits on all putative Class Members and resolves allegations of PFAS contamination in Public Water Systems' drinking water supplies. Plaintiffs claim that, over the course of decades, Tyco manufactured, sold, and supplied PFAS-containing products that contaminated the 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 Tyco's contribution to the largest contamination threat to drinking water in history.

25. The Settlement structure reflects the changing regulatory landscape affecting Public Water Systems. The EPA has just recently announced its final and legally enforceable Maximum Contaminant Level, or "MCL," which will require that public drinking water supplies' PFOA and PFOS be below 4 parts per trillion ("ppt"). This will require Public Water Systems nationwide to conduct PFAS testing, and the Settlement's Baseline Testing requirements dovetail with these new regulations.

26. The Settlement structure is sensitive to the evolving regulations, allowing time for PWS Class Members to test all their water sources and submit claims for compensation. To this end, the claims period aligns with EPA's UCMR-5 deadline for the required federal testing. Additionally, although the Class definition requires that a Public Water System have had at least one PFAS detection within its water sources, the Settlement provides for further compensation based on any and all water sources that are ultimately found to be contaminated with PFAS within the timing provided for under the Settlement. This broad relief ensures that all Class Members receive the greatest possible benefit.

27. Several Public Water Systems have agreed to serve as Class Representatives if appointed by the Court. These Plaintiffs represent a widely diverse range of putative Class Members, including Public Water Systems that draw from both groundwater and surface water, and serve populations ranging in size from under 3,300 to over 1,000,000 individuals. Thus, they 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.

28. 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 Tyco's overall PFAS liability vis-a-vis other AFFF/PFAS contributors in this MDL and taking into account the risks of ongoing litigation against Tyco for these Public Water System cases. The Settlement is eminently fair, reasonable and adequate.

29. Further, based on my extensive experience in complex litigation, and my personal involvement in the prosecution of these cases from their inception in this MDL as well as in the prior C-8 MDL, I submit that this Settlement is also in the best interests of all putative Class

Members. It maximizes the recovery they could achieve, while also preserving future claims on behalf of those Public Water Systems who have not as of May 15, 2024 detected PFAS in any of their water sources. The Settlement also 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.

30. 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 defendant has the financial viability to sustain verdict after verdict along with the cost of defending hundreds or thousands of the cases being litigated against it. Tyco does not have unlimited resources. These factors are all weighed against the ability of Class Members to possibly realize compensation now to address contamination in their drinking water, which is a favorable outcome. I believe that the Settlement represents as fair and equitable a recovery as the putative Class Members could have achieved against Tyco 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 that the foregoing is true and correct.

Executed this 25th day of April 2024, at New York, New York.

Michael A. London, Esq.
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	)))))))))))	Civil Action No.: 2:24-cv-02321-RMG

DECLARATION OF PAUL J. NAPOLI IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS WATER PROVIDER SETTLEMENT

I, Paul J. Napoli, declare 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. 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 where first responders, construction workers, and laborers 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 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. 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. By the time this MDL was established, my firm was already in advanced-stage discovery proceedings in the Colorado AFFF Litigation involving several of the core defendants in this litigation. Our efforts in those proceedings ultimately led to the production of close to 325,000 documents totaling more than 3.3 million pages, with the vast majority of the documents coming from Defendants 3M Company, Tyco Fire Products LP ("Tyco"), and Chemguard, Inc. ("Chemguard"). These documents were later reproduced in this MDL and laid the foundation for much of the discovery the PEC has since obtained from those defendants.

10. 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 include 3M, Tyco and the other telomer AFFF manufacturers, Chemguard and the other 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 4.95 million documents totaling more than 40 million pages, have been produced by the various Defendants and Third Parties.

11. The PEC also conducted 216 depositions of fact and expert witnesses.

IV. LEGAL COSTS

12. The costs associated with litigating MDL 2873 have been significant. In addition to all of the legal work I've outlined above (which was performed by dozens of lawyers, paralegals, and staff), the PEC advanced litigation costs for experts, depositions, filing fees, travel, and the document repository needed to review the voluminous discovery produced in this case. In addition, all of our clients in this MDL are being represented on a contingent-fee basis, meaning my firm risked recovering no fee despite its significant investment in this litigation.

13. 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 COVID-19 pandemic, general liability discovery of Defendants was substantially completed before the Settlement was finalized.

V. LEGAL RISK

14. 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 defendant manufacturers claimed 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, it remains a viable defense to liability for those Defendants in individual cases. Further, the manufacturer Defendants have vigorously contested all of Plaintiffs' factual and legal allegations that seek to hold them liable in this MDL, meaning that in any particular case, a jury could find for the defense.

VI. SETTLEMENT NEGOTIATIONS AND BENEFITS

15. The Parties began preliminary and exploratory settlement discussions in the first quarter of 2022. After about a half-dozen calls or meetings, the Court appointed Hon. Layn Phillips (retired) as mediator on October 26, 2022. Following two meetings in December 2022 with insurers for Tyco and Chemguard (collectively, "Tyco/Chemguard"), Judge Phillips, of Phillips ADR in Corona Del Mar, California, began scheduling periodic mediation sessions between the Parties in the second quarter of 2023, which were done both in-person and remotely by Zoom. The frequency of these mediation sessions increased as the Parties entered 2024 and included five sessions this past March that proved instrumental to the Parties execution of the Settlement Agreement on April 12, 2024.

16. Having litigated and settled similar cases on behalf of Public Water Systems before, I expected that the defendants in this litigation 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 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 factors such as population served and type of water source.

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 Claim Form and provide, and attest to, the information that Form requires.

19. Another major issue in brokering this Settlement was creating an allocation formula that would distribute the Settlement Amount 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 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 Amount 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 Class Members and resolves Plaintiffs' and putative Class Members' allegations that, over the course of five decades, 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

22. 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 to only 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.

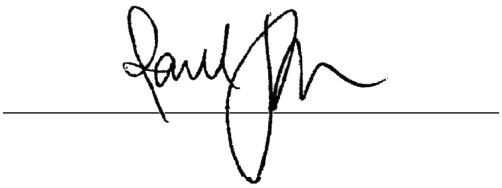
VIII. PROFESSIONAL OPINIONS.

23. I have a detailed understanding of the cases involved in this MDL and the proposed Settlement with Tyco/Chemguard. 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 have achieved in light of the known risks while avoiding costly and time-consuming litigation.

24. I declare under penalty of perjury under the laws that the foregoing is true and correct.

Executed this 26th day of April 2024



Paul J. Napoli

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-RMG

DECLARATION OF JOSEPH F. RICE, 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, Joseph F. Rice, declare as follows:

1. I am an attorney licensed to practice in all courts in the State of South Carolina and admitted to this Court. 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, Scott Summey 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 TYCO Company ("TYCO" or "Defendant") for PFAS contamination of public drinking water supplies.

PROFESSIONAL EXPERIENCE

3. I am a Member of Motley Rice LLC with its principal place of business in Charleston County, South Carolina.

4. As an attorney since 1979 I have concentrated my practice on complex civil litigation. I have been extensively involved in national litigation including Asbestos, Tobacco, *In re: Oil Spill by the Oil Rig, "Deepwater Horizon" In the Gulf of Mexico*, on April 20, 2010, MDL No. 2179 (E.D. La.), *In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. CA), and *In Re: National Prescription Opiate Litigation* MDL No. 2804 (N. D. Oh), among other matters. For the last 25 years I have concentrated my focus on resolution of complex civil litigation.

5. I have significant experience in serving as lead counsel, negotiating counsel, and/or class counsel in complex litigation cases, including environmental. Cases include the following:

a. Asbestos Litigation. I have had clients appointed by the Bankruptcy Trustee in over twenty Asbestos Trusts to serve on the Unsecured Creditors' Committee. In most situations, as their counsel, I have led the negotiations that resulted in resolution of those Bankruptcies and created over $20 billion in funds for asbestos victims.

b. National Tobacco Litigation. In conjunction with my partner, Ron Motley, I was extensively involved in the National Tobacco Litigation. In 1996 and 1997 I

participated in the negotiations that led to the attempted Congressional resolution. Subsequently, in 1997 and 1998, I was Lead Negotiating Counsel for the State Attorneys General in reaching the National Tobacco Master Settlement that has paid States over $200 billion and continues to function today.

c. *In re: Oil Spill by the Oil Rig, "Deepwater Horizon" In the Gulf of Mexico*, on April 20, 2010, MDL No. 2179 (E.D. La.). I oversaw the negotiation of economic loss claims, including property damages, for a Class of victims, commercial businesses and individuals, impacted by the oil spill. I was appointed by the MDL Court to the Plaintiffs' Steering Committee. 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 economic losses by the spill.

d. *In Re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 2672 (N.D. CA). I served on the MDL Plaintiffs' Steering Committee and as Lead Negotiating Counsel for the victims of the Volkswagen emissions defeat device that led to a recall of hundreds of thousands of vehicles, and damages for their owners.

e. *In Re: National Prescription Opiate Litigation* MDL No. 2804 (N. D. Oh). I currently serve as one of three Co-Leads in the Opioid MDL pending before the Honorable Dan Polster. I also serve as Chair of the Negotiating Committee for that MDL, which has to-date entered settlements in excess of $50 billion for Opioid Abatement.

MY PARTICIPATION IN THIS PFAS LITIGATION

6. In March 2019, the Court appointed Lead Counsel for MDL 2873 and appointed Fred Thompson of Motley Rice LLC as Liaison Counsel. I worked with Fred from 2019-2023 in the MDL. On August 22, 2023, the Court appointed me as Co-Lead Counsel in MDL 2873, as well as one of the Class Counsel in the Dupont and the 3M Class Settlements.

7. In the summer of 2023 after being appointed I spent considerable time with the existing Co-Leads, as well as Fred Thompson and David Hoyle of my office doing a deep dive into the status of the litigation. I spent extensive time studying the pending Dupont and 3M Settlements. I met with Private Water System clients to discuss the pros and cons of the Settlements, and the alternatives. Since that time, I have been extensively involved in Leadership of the MDL, including meeting with the proposed Class Representatives in the Tyco Settlement, and many of the expert witnesses. Prior to being appointed as Class Counsel in the MDL I had conversations with Joseph Petrosinelli, who was representing Tyco. I had previously worked with Mr. Petrosinelli in other complex civil litigation. I had conversations with Tom Perrelli, who serves as counsel to 3M, and with Jeff Wintner, who serves as counsel for Chemours and part of the Dupont Negotiating Committee. I had previous experience with Mr. Wintner going back to 1996 in Tobacco negotiations, and other matters over the years, and with Mr. Perrelli from the BP Oil Spill litigation, and more recently from his representation of defendants in the Opioid litigation.

THE NEGOTIATIONS WITH TYCO

8. In late 2023, I began focusing on the liability case that had been developed against Tyco in the MDL. I then learned there had been some prior preliminary negotiations with counsel for Tyco about a potential resolution. I became active in those negotiations in late 2023 and have continued with constant involvement since that time.

While in discussions with Tyco the Court approved both the Dupont and 3M Settlements. Those Settlements served as models to proceed in settlement discussions with Tyco. Having received minimal objections and/or opt-outs from the Dupont or 3M Settlements, it was my belief that the Class Members felt the Settlements were fair and reasonable, and in their best interests at this time.

Following that belief, we continued to negotiate with Tyco using many of the provisions in the Dupont and 3M Settlements. All of these settlement discussions were overseen by the court-appointed mediator, Layn Phillips, and his associates at Phillips ADR Enterprises.

One of the central issues was the allocation formula and we felt the court-approved formula for Dupont and 3M had withstood scrutiny from the Class, as well as the Court, and therefore we sought to maintain that allocation formula.

In this Tyco Settlement we have clarified several issues that were identified in the previous settlement process and adopted those clarifications into the Settlement Agreement.

I believe this Settlement confers substantial relief for all of the putative Class Members.

9. Having participated in these Settlements' negotiations, if called to testify, I would testify they were arms-length discussions keeping the interest of the putative Class front and center. All of the requirements for Class Action certification are met in this Settlement.

Class resolution of the claims in this MDL as to Tyco under this Settlement presents a fair and reasonable resolution for the clients. I have spoken to the proposed Class Representatives and each of them completely understands the Settlement, its financial terms, its allocation terms, and the finality it brings to their claims, and each has indicated support for the Settlement, and agreed to serve as Class Representative if selected by the Court.

10. If I were called to testify, I would testify based on my years of experience in complex litigation that this Class Action Settlement presents a fair and reasonable resolution to a complex legal claim. Like most claims, we as plaintiffs' counsel see all of the positive evidence

we have, however we have to recognize there are weaknesses in every case, and the pursuit of litigation is not without substantial risk to the clients.

In my opinion the proposed Settlement maximizes the recovery the putative Class Members could achieve on a present-value basis in light of the known risks while avoiding the costly and time-consuming years of litigation.

The Settlement should be approved by the Court as fair, reasonable, and adequate.

I declare under penalty of perjury under the laws that the foregoing is true and correct.

Executed this 24th day of April, 2024, at Mount Pleasant, Charleston County, South Carolina.

JOSEPH F. RICE

Motley Rice LLC
28 Bridgeside Boulevard
Mount Pleasant, South Carolina 29464

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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 – putative Class Representatives, proposed Class Counsel and Settling Defendant Tyco Fire Products LP ("Tyco") – 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 to 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 the then-three Co-Lead 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 Co-Lead Counsel in the matter of the AFFF MDL, they asked if I would serve as mediator for their negotiations with 3M Company. 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 assisted in negotiations between Co-Lead Counsel and 3M as well as between Co-Lead Counsel and the DuPont-related entities, which resulted in the resolution of Public Water Systems' drinking water claims with both sets of defendants (the "3M PWS Settlement" and the "DuPont PWS Settlement," respectively) in late June 2023. The DuPont PWS Settlement received final approval on February 26, 2024.

12. The 3M PWS Settlement resulted in a stay of the *Stuart* trial which was to take place beginning June 5, 2023. Since that time, the MDL Court has issued Orders: appointing Joe Rice at Motley Rice LLC as Co-Lead Counsel; setting forth a bellwether process for selecting a water provider case for trial against the remaining MDL defendants, including Tyco; identifying *Southeast Morris County Municipal Utilities Authority* and *City of Watertown* as the final bellwether selections; and setting a trial date of October 28, 2024.

13. I had met with Tyco and Co-Lead Counsel following my appointment as mediator in October 2022. The negotiating parties (to include, at times, Tyco's insurers pursuant to the Court's orders) met in late 2022, then again throughout the spring and summer of 2023. In or around February 2024, negotiations picked up pace, and after an intensive series of mediation meetings in March 2024, the negotiating parties came to a resolution, ultimately resulting in the execution of the Tyco PWS Settlement Agreement on April 12, 2024.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 proposed Class Counsel and counsel for Tyco, both separately and jointly. I moderated numerous in-person meetings in New York and Washington, D.C., 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.

19. Having said that, I remain involved in their ongoing discussions regarding the detailed contours of this Settlement.

20. 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.

21. 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

22. 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.

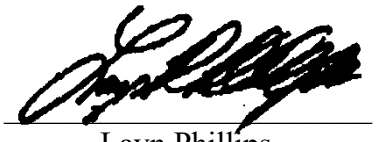
23. First, this Settlement represents an outcome that is reasonable, fair, and adequate for the putative Class and all parties involved. The Settlement represents the parties' and their Counsel's best professional effort and judgment about a fair, reasonable, and adequate settlement after thoroughly 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.

24. Second, the outcome is due to the assiduous efforts of proposed Class Counsel and counsel for Tyco. I came away from these negotiations thoroughly impressed with the effort, creativity, and zeal that they put into their work for this matter.

25. 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 24th day of April, 2024.



Layn Phillips

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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 www.angeiongroup.com.

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. Angeion will draw on its experience as the Court-appointed Notice Administrator in the prior settlements involving 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. (*see* Dkt. No. 3603) and 3M Company (*see* Dkt. No. 3626).

3. Further, 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).

4. 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.

5. 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.

6. 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*.

7. 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.

8. 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.

9. 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.

10. 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**.

11. 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

12. In my professional opinion, the proposed Notice Plan 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.

MAILED NOTICE

13. Angeion has been provided with a Class List that contains the names and address information of over 5,000 water districts/sewage plants. The Class List is the list of Public Water Systems that Class Counsel and Defendant Tyco Fire Products LP believe may fall within the definition of the Settlement Class, based on information presently available to Class Counsel. The address information for each Settlement Class Member was obtained from the U.S. EPA's Safe Drinking Water Information System ("SDWIS").

14. 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.

15. 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.

16. 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.

17. Angeion will also cause a reminder postcard to be sent prior to applicable deadlines.

EMAIL NOTICE

18. The Class List also includes 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.

19. 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.

20. 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.

21. 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.

22. Angeion will also send a reminder email prior to certain applicable deadlines.

OUTREACH EFFORTS

23. 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

24. The media campaign will utilize a combination of print and digital media[1] to target Public

[1] The print and digital media recommendations may be subject to change based on availability, timing and/or content approval.

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

25. 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.

Publication	Circulation
American Water Works Association (AWWA)- **AWWA Sourcebook**	51,000
Water Environment Federation- **Water Environment & Technology**	42,000
American Water Works Association (AWWA)- **Journal AWWA**	34,680
American Water Works Association (AWWA)- **Opflow**	34,426
The Municipal	32,000
National Rural Water Association (NRWA)- **Rural Water**	22,000

26. The Summary Notice will also be published one (1) time each in national publications 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.

Publication	Circulation
Wall Street Journal	609,654
New York Times	308,854
USA Today	158,545

27. 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

28. 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

29. 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

30. 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

31. The Notice Plan also includes the use 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, has already been established in connection with previous water provider settlements with 3M and DuPont, and has been working well for nearly a year. It has been designed to be user-friendly to make it easy for Eligible Claimants to find information about the case. The website also has a "Contact Us" page that will allow Settlement Class Members to send an email with any additional questions to a dedicated email address.

32. 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

33. 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 are ever

improving 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.

34. 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 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.

35. 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.

36. Further, our team conscientiously monitors the 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 to industry best practices and standards set forth by frameworks like CIS and NIST. Angeion is cognizant of the ever-evolving digital landscape and continually improves 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.

37. Angeion currently maintains a comprehensive insurance program, including sufficient Errors & Omissions coverage.

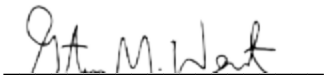
CONCLUSION

38. 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.

39. It is my professional opinion that the Notice Program 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.

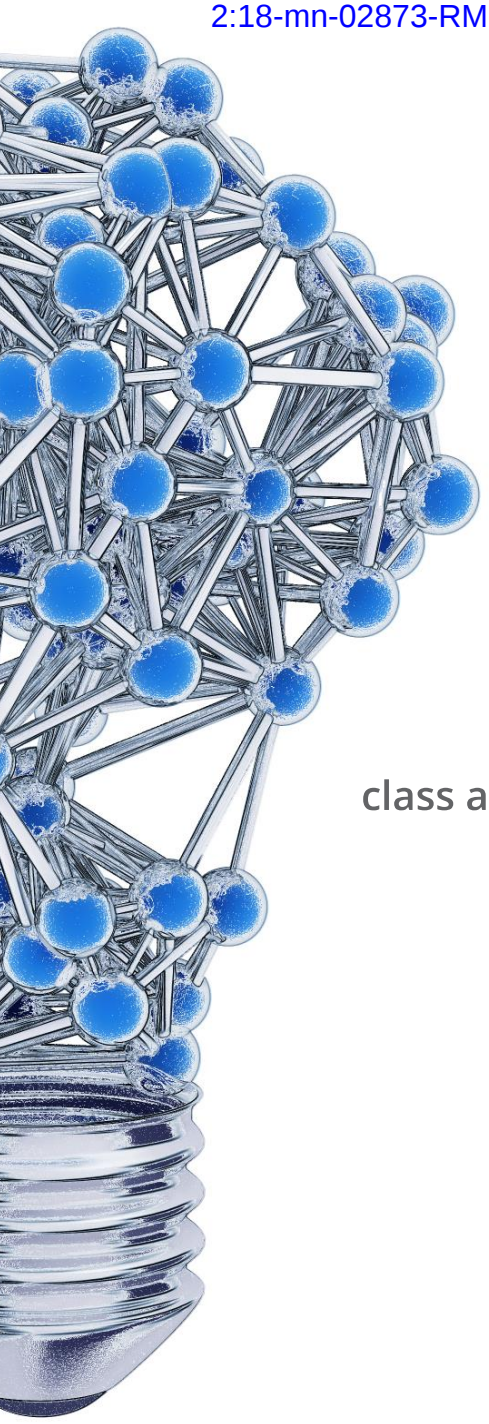
40. I hereby declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Signed on April 25, 2024, in Parkland, Florida.



STEVEN WEISBROT

Exhibit A



INNOVATION
IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support

ANGEION GROUP
Writing the Rules

Judicial Recognition

© Angeion Group, LLC

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…

JUDICIAL RECOGNITION

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.

JUDICIAL RECOGNITION

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

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

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

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

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

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

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.

JUDICIAL RECOGNITION

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

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

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.

JUDICIAL RECOGNITION

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

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.

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-RMG

DECLARATION OF DUSTIN MIRE

I, Dustin Mire, declare as follows:

1. I am a Partner of Eisner Advisory Group[1] ("EisnerAmper" or "the EisnerAmper Team" when we refer to our prior experience as P&N). In this role, I am responsible for the operations of EisnerAmper's settlement administration programs including services 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, Business Management, and a Master of Business Administration with a specialization in Internal Audit from Louisiana State University.

3. 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.

4. 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.

5. I lead teams that have administered hundreds of settlement programs, serviced

[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.

millions of claimants, and distributed billions of dollars to recipients 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 multidistrict litigation).

6. The EisnerAmper Team was approved by the United District Court for the Eastern District of Louisiana to process claims in the *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico* (MDL 2179) and has also administered settlement funds and/or processed 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 fund administrator in *In Re: Roundup Products Liability Litigation* (MDL 2741) and *In Re: Fema Trailer Formaldehyde Products Liability Litigation* (MDL 1873).

7. I have been appointed by this Court to serve as Claims Administrator in each of the matters captioned *City of Camden, et al. v. E.I. DuPont de Nemours and Company (n/k/a EIDP, Inc.), et al.* (MDL Dkt. No. 3603) and *City of Camden, et al., v. 3M Company* (MDL Dkt. No. 3626).

8. EisnerAmper has put in place extensive information security processes and employs professionals with numerous information technology and data security qualifications. EisnerAmper uses 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.

9. 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.

10. I have reviewed the Settlement Agreement Between Public Water Systems and Tyco Fire Products LP (subject to Final Approval of the Court), dated April 12, 2024, and declare that I am experienced, qualified, and ready to serve as Claims Administrator for the Settlement, which will include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation, as well as determining any

Qualifying Class Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to this Settlement Agreement and the Allocation Procedures.

11. 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 Claims Forms electronically accessible to potential Class Members via the Settlement website. Paper copies of the Claims Forms will also be made available upon request.

I declare under penalty of perjury under the laws of the State of Louisiana that the foregoing is true and correct.

Executed on this 24th day of April, 2024, at Baton Rouge, Louisiana.

Dustin Mire

Declaration of Dustin Mire
Exhibit A

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

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:

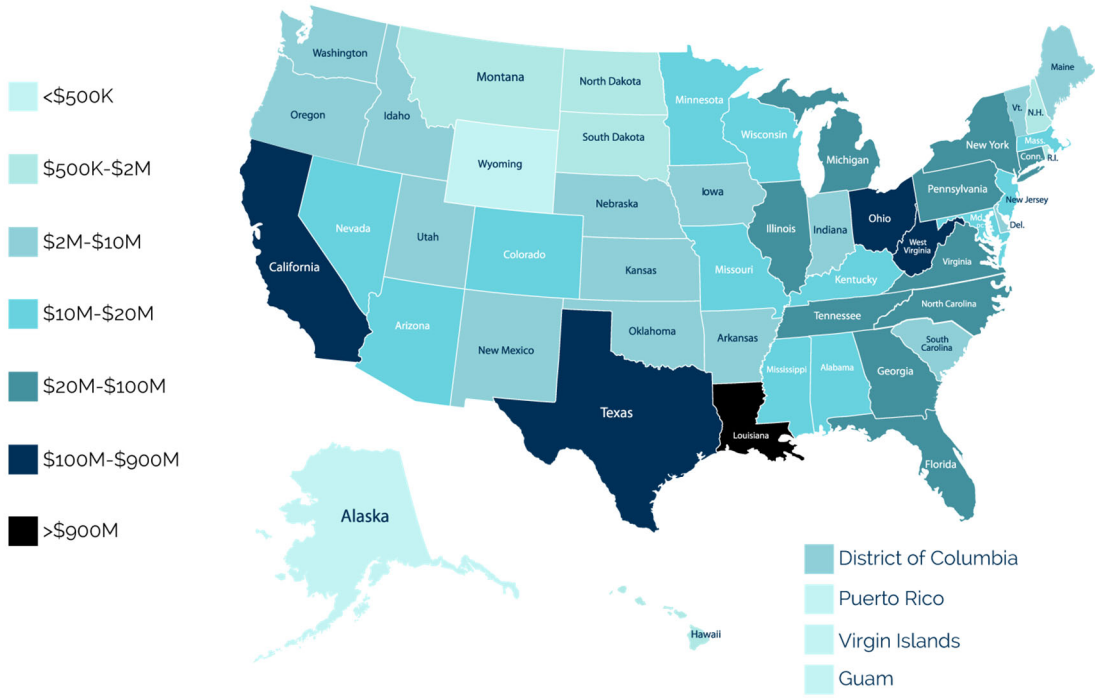
DESIGNATIONS	
Juris Doctor (JD)	Certified Fraud Examiner (CFE)
Project Management Professional (PMP)	Certified in Financial Forensics (CFF)
Certified Public Accountant (CPA)	Certified Information Systems Security Professional (CISSP)
Certified Internal Auditor (CIA)	Certified Security Engineer (CSE)
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.

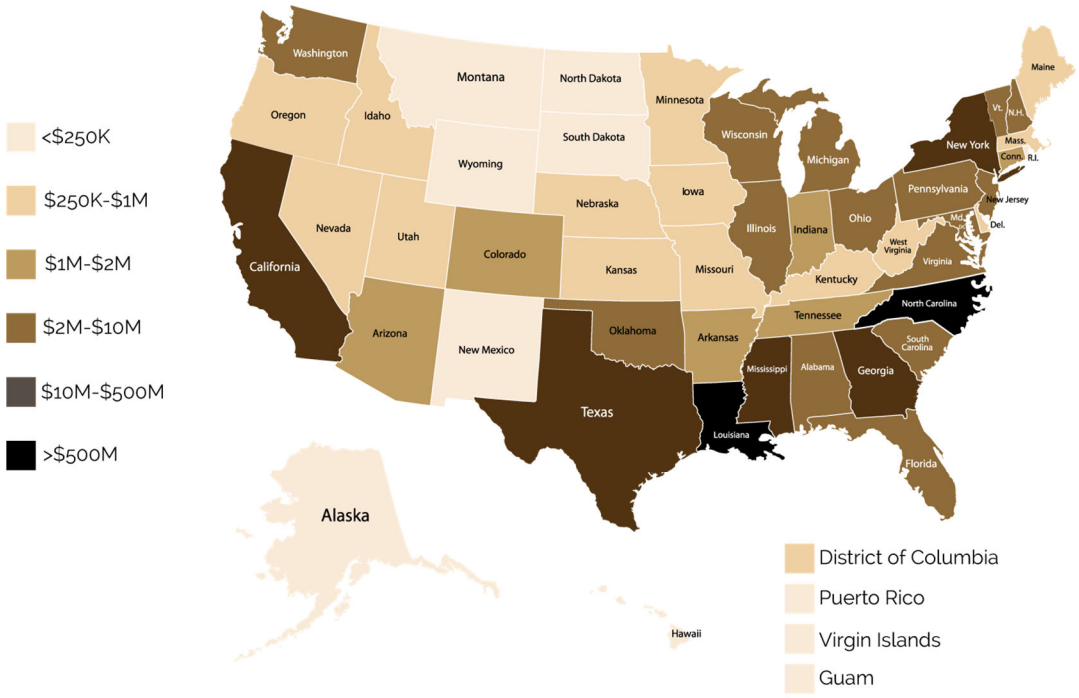
Claims Processed Nationwide[2]



[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)

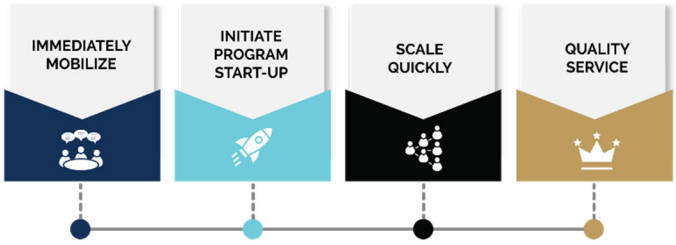
Nature of Work: The EisnerAmper Team provided full-scale notice and claims administration services for this multi-settlement MDL involving over $45,000,000 in settlement funds. The scope of the EisnerAmper Team's services includes (1) notice administration, (2) custom website and database application 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

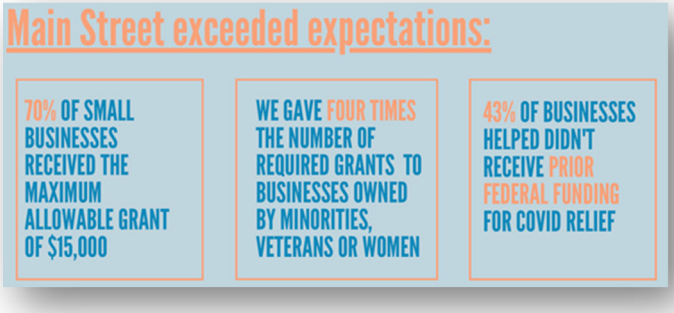
Louisiana Office of Community Development – Restore Louisiana Homeowner Assistance Program

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.***

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-RMG

DECLARATION OF EDWARD BELL

I, Edward Bell, declare as follows:

1. I am Chief Executive Officer of Rubris, Inc. In this role, I am responsible for leading the company in its mission to modernize complex litigation administration practices by designing and building a comprehensive software platform built on modern data infrastructure that is combined with best-in-class process, workflow design, and data analytics.

2. I have a Bachelor of Science degree in Engineering from Princeton University and a Master of Business Administration from the University of Virginia Darden School of Business. I have personal knowledge of the facts set forth herein.

3. I have extensive experience in complex litigation, specifically in delivering innovative technology and analytics solutions to support settlement and claims administration in complex litigation for over three decades. I have led and continue to lead teams with deep experience in all stages of class action and mass tort matters. *See* attached informational material about Rubris.

4. Prior to founding Rubris, I led the team that administered the opt outs for the Volkswagen "Clean Diesel" and related Bosch settlements (*In re Volkswagen "Clean Diesel"*

Marketing, Sales Practices, and Products Liability Litigation, Case No. 3:15-md-2672). As part of this project, my team received the opt outs, recorded and catalogued them, and provided reports to the parties. The team also received and processed requests made to rescind opt outs.

5. Rubris was founded by professionals with extensive expertise in administering complex settlements. Leveraging its proprietary software system that is configurable to the needs of a particular matter to collect, analyze and report on documents and data, Rubris is able to manage claims administration processes efficiently and transparently.

6. Rubris has been hired to assist in a variety of settlement administration roles. Rubris has been responsible for issuing, collecting, tracking, and reporting on participation agreements for thousands of jurisdictions in multiple National Opioid Settlements. (*In re: National Prescription Opioid Litigation* (MDL 2804)). Rubris has hosted the processing of settlement administration documents and data in several litigations involving tens of thousands of claimants, including multiple hernia mesh litigations.

7. I have reviewed the Settlement Agreement Between Public Water Systems and Tyco (subject to Final Approval of the Court), and declare that Rubris is experienced, qualified, and ready to serve as Opt Out Administrator for the Settlement, which will require handling the following tasks: (1) making the Request for Exclusion Form available online and allow for electronic and paper submission of the form; (2) reviewing the submitted forms for completeness, validity, and timeliness; (3) verifying Claimants' eligibility and status by analysis of the data and information provided on the Requests for Exclusion; (4) reporting any deficiencies, errors, or discrepancies in the form and attempting to resolve them; (5) reporting any requests for withdrawal of Opt Out; (6) providing reporting on the forms received; (7) maintaining a secure database of all submitted Requests for Exclusion, withdrawals of Requests for Exclusion and all other relevant data submitted; and (8) performing all actions consistent with the terms of the Settlement Agreement that are reasonably necessary for the efficient and timely processing of the Requests for Exclusion and any withdrawals thereof, including as appropriate coordinating with the Notice Administrator, Claims Administrator, and/or Special Master.

I declare under penalty of perjury under the laws of the State of Virginia that the foregoing is true and correct.

Executed on this 24th day of April 2024, at McLean, Virginia.

Edward Bell

Rubris

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- **Payments and Lien Resolution**

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Representative Experience

Rubris

Rubris Inc.

- **Camp Lejeune:** Hired by plaintiffs' leadership in the Federal consolidation to support case management activities and Court-Ordered form exchange
- **Tepezza:** Hired by plaintiff's leadership for Court-Ordered form management
- **Red Hill Refinery:** Hired for data and document management, Court-Ordered form management, medical review management, and analytics and resolution modeling
- **Acetaminophen (APAP):** Hired by plaintiffs' leadership in MDL No. 3043 to support collection, management, and reporting on common benefit time and expense entries
- **National Opioid Settlements (Janssen, Distributors, Teva, Allergan, CVS, Walgreens, and Walmart):** Hired by Administrator to host and process Cost/Expense Fund Applications
- **National Opioid Settlements (Janssen, Distributors, Teva, Allergan, CVS, Walgreens, and Walmart):** Hired by Fee Panel to host and process Attorney Fee Fund Applications (Contingent Fee Fund, Common Benefit Fund) and corresponding public website
- **National Opioid Settlements (Janssen, Distributors, Teva, Allergan, CVS, Walgreens, and Walmart):** Hired by parties to issue and collect Participation Agreements and to track and report participation elements affecting threshold
- **Covidien Hernia Mesh State Court Litigation:** Hired by Plaintiff Leadership and Defense to host service of Plaintiff Profile Forms
- **Hernia Mesh:** Hired by Plaintiff Leadership to support valuation process for negotiation of settlements overseen by ethicist
- **Hernia Mesh:** Hired by Plaintiff Leadership to host processing of settlement administration for settlement overseen by ethicist
- **Hernia Mesh:** Hired by Special Master to host processing of settlement administration and Special Master review
- **Roundup:** Hired by QSF Administrator to host processing of payments to claimants, attorneys' fees, and expenses
- **Products Liability MDL Involving Hair Products:** Hired by QSF Administrator to host processing of payments to claimants, attorneys' fees, and expenses
- **Toxic Exposure State Court Consolidation:** Hired by an administrator to host service of Plaintiff Profile Forms
- **Essure:** Hired for settlement administration

Rubris Principals

- **In re Volkswagen "Clean Diesel" Marketing, Sales Practices, and Products Liability Litigation**, MDL No. 2672 (N.D. Cal.)
- **The September 11th Victim Compensation Fund** (VCF)
- **In re ACTOS (Pioglitazone) Products Liability Litigation**, MDL No. 2299 (W.D. La.)
- **In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010**, MDL No. 2179 (E.D. La)
- **In re Diet Drugs (Phentermine | Fenfluramine | Dexfenfluramine) Products Liability Litigation**, MDL No. 1203 (E.D. Pa.)
- **In re: Silicone Gel Breast Implant Products Liability Litigation**, MDL No. 926 (N.D. Ala.)
- **Transvaginal Mesh Pelvic Repair and Support Products Liability Litigations** in MDL Nos. 2325 (American Medical Systems Inc.); 2326 (Boston Scientific Corp.); 2327 (Ethicon Inc.); 2387 (Coloplast Corp.); and 2440 (Cook Medical Inc.) (S.D. W. Va.)
- **In re: General Motors Ignition Switch Litigation**, MDL No. 2543 (S.D.N.Y)

Leadership Team

Rubris

Ed Bell

Chief Executive Officer

Ed is a detail-oriented executive with over 30 years of experience driving results through relationships, teams, process, data, and technology. Ed has held senior roles related to the most complex litigation and mass torts, delivering innovative software and analytics solutions. At Rubris, Ed has turned that three decades of mass tort technical and analytics expertise into the core of the business.

Jen Alpert

Managing Director

Jen is a creative problem solver and compassionate listener who understands how systems, people, and processes work together to achieve organizational goals. She has almost 20 years of experience in designing enterprise software and overseeing all stages of mass tort administration. Jen's success in turning obstacles and inefficiencies into optimized processes has inspired her passion for creating technology to advance the mass tort industry.

James Thomas

Managing Director

James is an attorney with over 20 years of litigation experience in federal and state courts before joining Rubris. Having spent two decades as a practicing litigator in complex litigation matters, James possesses a practical understanding of the needs of stakeholders in mass tort matters and how technology can be leveraged to achieve favorable outcomes.

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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. In addition to the experience outlined above, and most importantly for the purposes of this matter, I was appointed by this Court to serve as Special Master in two related cases filed in the Aqueous Film-Forming Foams Multi-District Litigation (the "AFFF MDL," Case No. 2:18-mn-2873) – specifically, I was appointed Special Master in the case of *City of Camden, et al. v. E.I. du Pont de Nemours and Company (n/k/a EIDP, Inc.), et al.,* Case No. 2:23-cv-03230 and in the case of *City of Camden vs. 3M Company*, Case No. 2:23-cv-03147. Both cases involve settlement agreements with the 3M and DuPont defendants to resolve the claims of public water systems who allege harm to their drinking water from PFAS.

7. In my role as Special Master in the *City of Camden* cases against 3M and DuPont, I oversee the administration of the settlements. Since my preliminary appointment in August 2023 in those cases, I have been heavily involved in the various administrative issues that can arise in settlements of this complexity. My experience over the course of these past eight months is relevant and applicable to the administration of the settlement reached with the Tyco defendants.

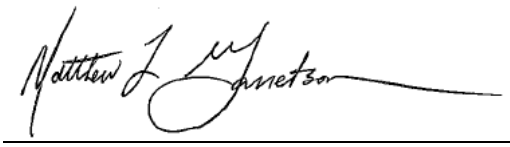
8. I have reviewed the Settlement Agreement Between Public Water Systems and Tyco Fire Products LP and Chemguard, Inc. (collectively, "Tyco"), dated April 12, 2024, and all of its exhibits. The Settlement Agreement is subject to Final Approval of the Court.

9. I 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, the Claims Administrator, and the Opt Out Administrator, and in providing quasi-

judicial intervention if and/or when necessary as contemplated in the administration of the proposed Settlement. I have also specifically reviewed the various funds provided for in the Settlement Agreement, including the Supplemental Fund and Special Needs Fund, and I agree that the seven percent (7%) set aside for the Supplemental Fund and the five percent (5%) set aside for the Special Needs Fund are fair and reasonable. Lastly, I have carefully reviewed the Parties' Joint Interpretive Guidance, which are exhibits to the Tyco Settlement Agreement and expressly incorporated therein.

10. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 24, 2024, 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.

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No. 2:24-cv-02321-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 met the proposed Class definitions for the settlements that were ultimately achieved with 3M and DuPont 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 were able to be identified and their eligibility as Class Members determined using available and objective criteria.

Now, I have been tasked with identifying PWSs that meet the proposed Class definition for the settlement that has been reached with Tyco. 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 are defined in the Tyco settlement agreement as "Every Active Public Water System in the United States of America that has one or more Impacted Water Source as of May 15, 2024." An "Impacted Water Source" is defined as a groundwater well, surface water intake, or any other intake point from which a PWS draws or collects water for distribution as drinking water, which has a measurable concentration of PFAS.

PWSs that are owned and operated by the federal or state government(s) that lack independent authority to sue or be sued are excluded as Class Members. Non-Transient Non-Community Water Systems serving 3,300 or fewer people and Transient Non-Community Water Systems of any size are also excluded. Also excluded are any privately owned wells that provide water only to its owner's (or its owner's tenants) individual household and any other system for the provision of water for human consumption that is not a Public Water System.

To identify 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, such as activity status, size of population served, category type, primary water source type, as well as administrative contact information.[1,2] Thus, all PWSs can be readily ascertained based on their registration and respective, system-specific information in SDWIS.[3] Because of such categorization, I was able to identify and remove the PWSs that met one or more exclusion. I removed all Transient Non-Community Water Systems, as well as all Non-Transient Non-Community Water Systems serving 3,300 or fewer people.

Starting in March 2021, I had begun acquiring and compiling PFAS testing data for PWSs across the nation 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. For the present Tyco settlement I also incorporated data acquired from the UCMR 5.[4,5] A master dataset of PWSs with detections was prepared based on these various data sources, and then a subset of these PWSs was selected as eligible Class Members for the Tyco settlement.

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 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.

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[1] EPA, *SDWIS Federal Reports Search*, available at: https://ofmpub.epa.gov/apex/sfdw/f?p=108:200 (last accessed April 24, 2024).

[2] EPA*, Enforcement and Compliance History Online* - Data Downloads,SDWA Dataset (ZIP), available at: https://echo.epa.gov/tools/data-downloads (last accessed April 24, 2024).

[3] The SDWIS database is updated quarterly. The most recent SDWIS dataset at this time is for the first quarter 2024.

[4] 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 April 24, 2024).

[5] From 2023 to 2025, the U.S. EPA is collecting PFAS samples from certain PWSs as part of its fifth national survey of unregulated contaminants in public water supplies. See EPA, available at https://www.epa.gov/dwucmr/fifth-unregulated-contaminant-monitoring-rule (last accessed April 24, 2024).

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 to collect additional updated data as it became available.

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 the data obtained from many sources for use in a master detection dataset containing all the PFAS detection data I gathered. System-specific information such as water system type, primary source, owner, the 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. Finally, I collected the UCMR 5 results that have been made publicly available and consolidated them into the master detection dataset.

From the PFAS data that I collected and incorporated into the master detection dataset, I was able to derive a list of approximately 5,043 Class Members. 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.

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 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, under the laws of the United States of America, that the foregoing is true and correct.

Signed on April 24, 2024 in Santa Monica, California.

ROB HESSE

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendant.*	))))))))))	Civil Action No.: 2:24-cv-02321-RMG

DECLARATION OF J. MICHAEL TRAPP PHD

I, J. Michael Trapp PhD, declare and state as follows:

TABLE OF CONTENTS

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
UCMR 5	EPA's Fifth 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. In December of 2021, the EPA published the Fifth Unregulated Contaminant Monitoring Rule which requires PWS serving over 3,300 people to test for 29 PFAS between 2023 and 2025. Additionally, certain states have required 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 proposed 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 the MCL, the EPA proposed 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

[1] Per- and Polyfluoroalkyl Substances (PFAS) Proposed PFAS National Primary Drinking Water Regulation. https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas (last visited on April 24, 2024).
[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 (last visited April 23, 2024).

even if only one of the four PFAS is present. On April 10, 2024 the EPA announced that these MCLs were final.

These developments are significant for PWS because, for the first time, federal regulations 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.

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[5] Drinking Water Treatment Technology Unit Cost Models, https://www.epa.gov/sdwa/drinking-water-treatment-technology-unit-cost-models (last visited on April 23, 2024).
[6] *Id.*
[7] *Id.*

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) 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.

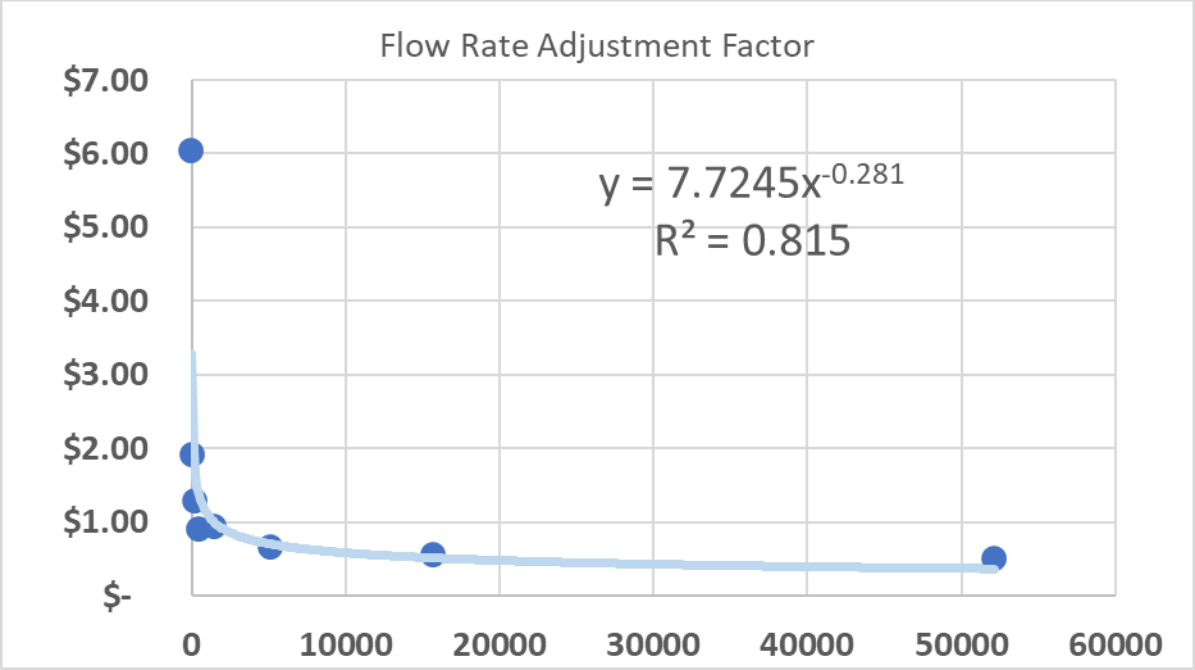
Base Score = Capital Costs Component + Operation and Maintenance Costs Component

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. 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 United States and the State of California that the foregoing is true and correct.

Executed this 24th day of April 2024, at San Diego, California.

_____

J. Michael Trapp
AtkinsRealis
11452 El Camino Real, Suite 120
San Diego, CA 92130

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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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 was published in August 2023.

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].

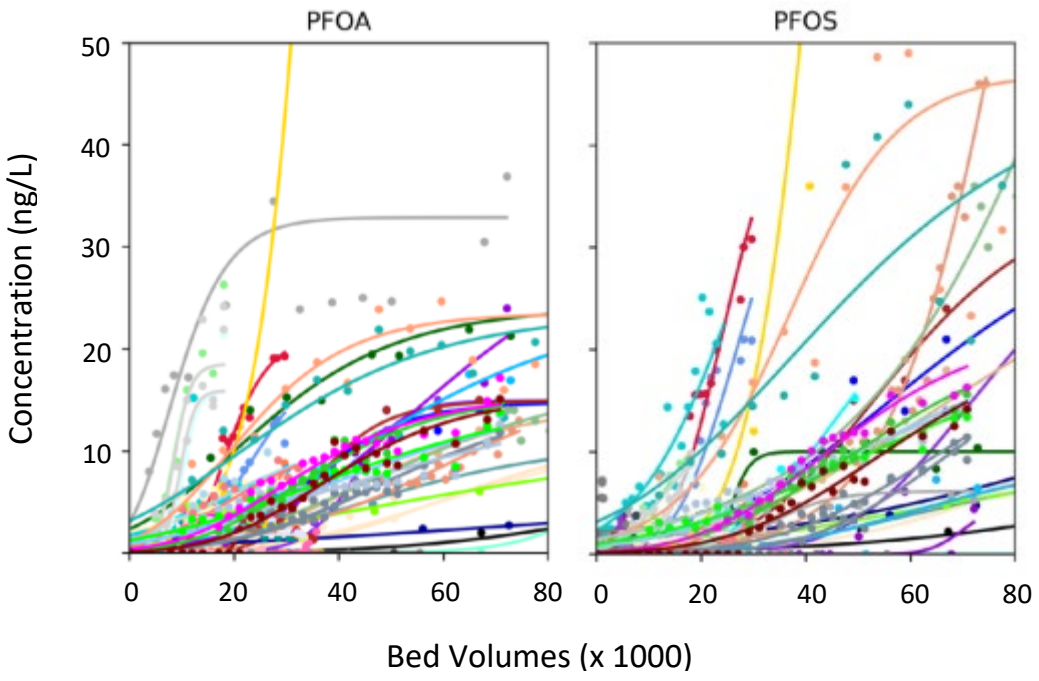


Figure 1. Required Bed Volumes for Corresponding PFAS Concentrations.

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.

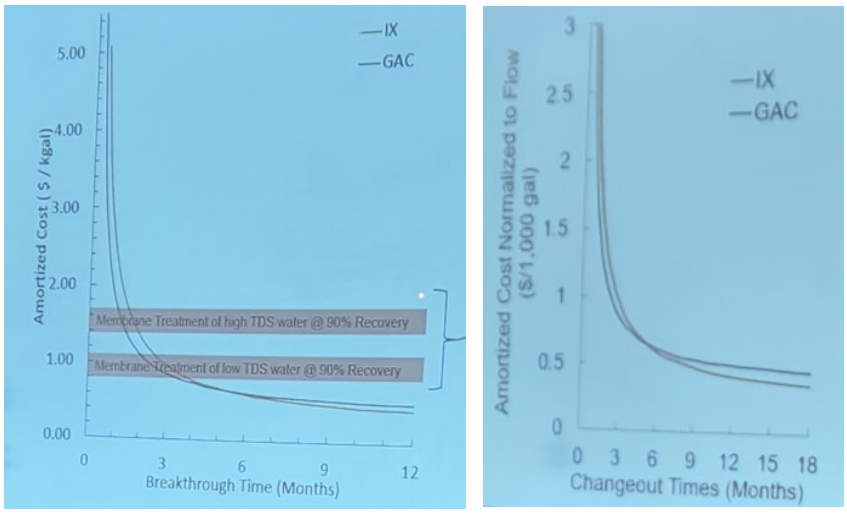


Figure 2. Breakthrough Time and Changeout Times versus Cost (Photo taken from the presentation's slides at FWRC 2023)

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.

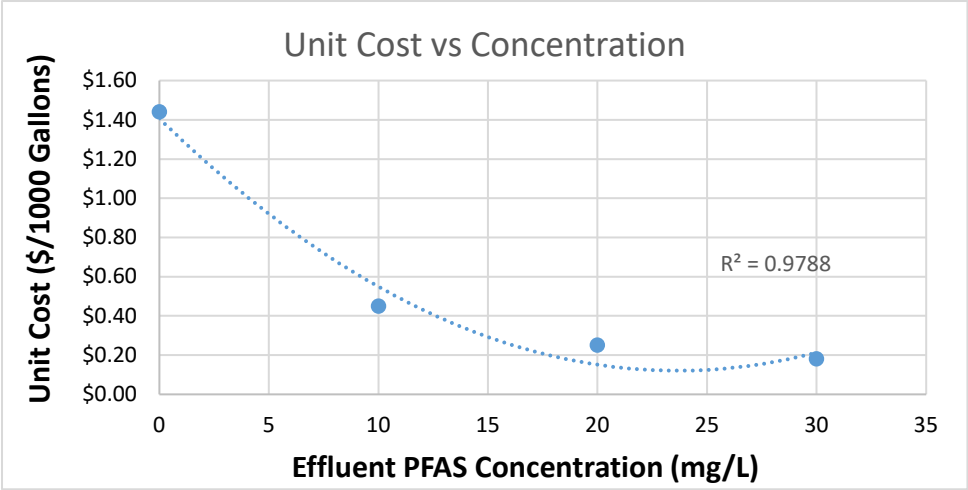


Figure 3 – Operating Unit Cost of PFAS Treatment System at Different Treatment Levels

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 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.

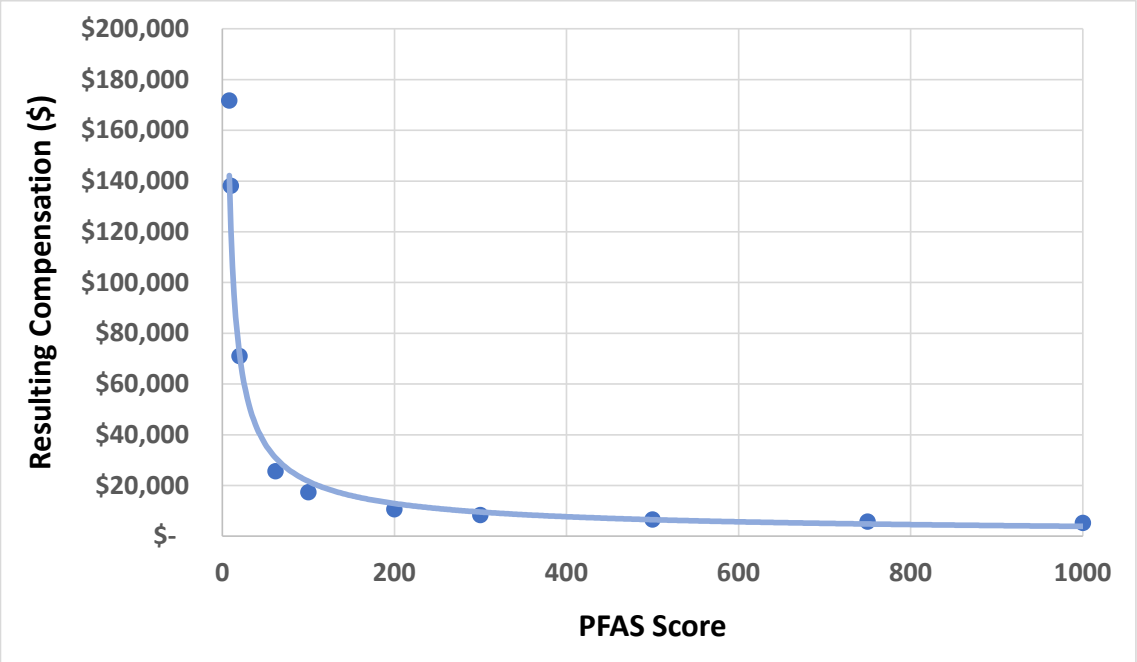


Figure 4 – PFAs Score vs its related compensation for PFAS Treatment System at 1497 GPM.

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).

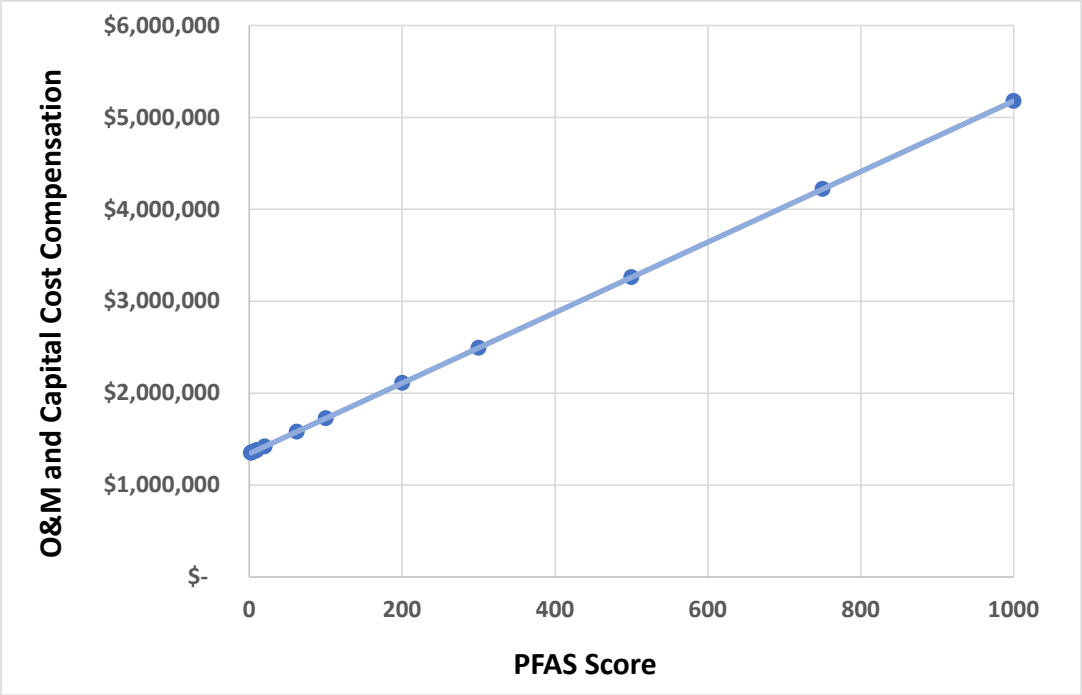


Figure 5. O&M and Capital Cost Component related to PFAS Score at EPAs Standard Design System (1497 GPM)

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 25th day of April 2024, at Henderson, Nevada.

Prithviraj Chavan, Ph.D, PE, PMP
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Email:raj.chavan@atkinsglobal.com

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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-* TYCO FIRE PRODUCTS LP, individually and as successor in interest to The Ansul Company, and CHEMGUARD, INC., *Defendants.*	))))))))))	Civil Action No.: 2:24-cv-02321-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 Class Members in the proposed Class Action Settlement.

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 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 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 one hundred (100) instruments. Eurofins has an additional fifty (50) instruments in the queue for purchasing as needed. This will more than 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 Class Members

13. Eurofins currently has dedicated ten (10) instruments solely to putative 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 can very quickly free 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 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 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 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 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 five hundred (500) samples per day with the expectation to increase that capability to one thousand (1000) 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 Class Member and the Claims Administrator to supplement the putative 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 Class Member via telephone or online.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

Executed this 24th day of April, 2024, at Sacramento, California.

Robert Mitzel