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. Amerex Corporation*, No. 2:26-cv-02798-RMG

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: Every Active Public Water System in the United States of America that (i) has one or more Impacted Water Sources as of July 31, 2026, or (ii) was required to test for certain PFAS under UCMR-5, or otherwise serves more than 3,300 people according to SDWIS.[1]

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, Amerex Corporation ("Amerex") 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 **January 15, 2027** at **10 a.m.**, 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.

[1] Excluded from the Class definition are: any Public Water System owned by a State or the federal government and lacks independent authority to sue and be sued; and any privately owned well and any other system for the provision of water for human consumption that is not a Public Water System.

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 Amerex 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 Amerex 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 Amerex (collectively with the MDL, the "Litigation").

There are numerous defendants in addition to Amerex in the MDL and the cases that comprise the Litigation. Those other defendants are not part of the 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.

Amerex 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). Amerex never manufactured Aqueous Film-Forming Foam ("AFFF"). Rather, Amerex inherited Kidde-Fenwal, Inc. ("KFI") stock in a 2020 spin-off. KFI had owned and operated the National Foam business line of AFFF from 2007 to 2013. On May 14, 2023, KFI filed a voluntary petition for bankruptcy relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* On March 15, 2024, Amerex entered into an agreement with KFI, resulting in, among other items, Amerex's agreement to resolve the claims at issue in this Settlement.

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 Amerex's defenses.

III. WHO IS PART OF THE PROPOSED SETTLEMENT?

The Class Representatives and Amerex 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 (i) has one or more Impacted Water Sources as of July 31, 2026, or (ii) was required to test for certain PFAS under UCMR-5, or otherwise serves more than 3,300 people according to SDWIS.

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

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

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

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

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

v. 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.

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 the 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; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the 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. A "Community Water System" shall include the owner and/or operator of that 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. A "Non-Transient Non-Community Water System" shall include the owner and/or operator of that 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. A "Transient Non-Community Water System" shall include the owner and/or operator of that system.

SDWIS means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of July 31, 2026.

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

The key terms of the proposed Settlement are as follows.

1. ***Settlement Amount.*** Amerex has agreed to pay $4,000,000.00 (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 Amerex 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 Amerex 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 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 and will confirm the category into which the Class Member falls.

- A Qualifying Class Member is an Active Public Water System in the United States that (i) has one or more Impacted Water Sources as of July 31, 2026, or (ii) was required to test for certain PFAS under UCMR-5, or otherwise serves more than 3,300 people according to SDWIS. 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 on a Claims Form(s) 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 of 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. Action Fund Claims Form addendum;
3. Supplemental Fund Claims Form;
4. Interrelated Drinking Water System Claims Form.

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 to notify 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 category 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 Amerex.

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.*** Amerex shall pay or cause to be paid the Settlement Funds 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, Amerex 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 Amerex, 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 Amerex 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. Amerex Corporation,* No. 2:26-cv-02798-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, Notice Administrator, Opt Out Administrator, Special Master, and/or Escrow Agent, including fees, costs, and expenses, shall be paid from 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 July 31, 2026, 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 those 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 Amerex 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 federal MCL for a PFAS analyte. The Claims Administrator will consider all 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. ***Supplemental Fund*****.** The Claims Administrator will also establish a Supplemental Fund 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** One State Street, 35th Floor New York, NY 10004

VII. WHAT ARE THE REASONS FOR THE PROPOSED SETTLEMENT?

Class Counsel, Class Representatives, and Amerex 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—including the fact that Amerex never manufactured AFFF—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.

Amerex, 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 **sixty (60) calendar days after the Effective 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 Amerex 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 is attached to the Settlement Agreement as Exhibit H and which will also 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.

The Request for Exclusion must be received by the Opt Out Administrator no later than **December 22, 2026**. 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 Amerex'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 Amerex:

J. Alan Truitt
Kazmarek Mowrey Cloud Laseter LLP
105 Office Park Drive, Suite 101
Brimingham, AL 35223

Class Counsel:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** One State Street, 35th Floor New York, NY 10004

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 **November 23, 2026**.

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 **November 23, 2026** 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 the U.S. Court House for the U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on **January 15, 2027**. 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 AMEREX, OR AMEREX 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 Amerex Notice Administrator
P.O. Box 25191
Santa Ana, CA 92799

If to the Claims Administrator:

AFFF Public Water System Claims
PO Box 4466
Baton Rouge, LA 70821
1-855-714-4341

If to the Opt Out Administrator:

PFAS Opt Out Administrator
Rubris, Inc.
P.O. Box 3866
McLean, VA 22103

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** One State Street, 35th Floor New York, NY 10004

If to Counsel for Amerex:

J. Alan Truitt
Kazmarek Mowrey Cloud Laseter LLP
105 Office Park Drive, Suite 101
Brimingham, AL 35223

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 Amerex'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. 2:18-mn-2873 (D.S.C.), this document relates to: *City of Camden, et al., v. Amerex Corporation*, Case No. 2:26-cv-02798-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 or Trigger
Action Fund Claims Form	Effective Date + 60 Days
Supplemental Fund Claims Form	12/31/2030

The Honorable Richard M. Gergel
UNITED STATES DISTRICT JUDGE

DATED: _____

NOTICE OF AMEREX CLASS ACTION SETTLEMENT

IN RE: *City of Camden, et al. v. Amerex Corporation*, 2:26-cv-02798-RMG

United States District Court, District of South Carolina – Charleston Division

MDL No. 2:18-mn-2873

PLEASE NOTE, the enclosed correspondence relates to the Settlement with Amerex.

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