City of Stoughton, 207 South Forrest Street, Stoughton WI 53589

RESOLUTION FROM THE UTILTIES COMMITTEE TO THE STOUGHTON COMMON COUNCIL			
Authorizing and directing the proper City official(s) to take no action and remain a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina.			
Committee Action:	Utilities Committee recommended Common Council approval 5 - 2 on November 20, 2023.		
Fiscal Impact:	To be determined		
File Number:	R-187-2023	**Date Introduced:**	November 28, 2023

WHEREAS, in September 2023, Stoughton Utilities received notices of class action settlements regarding Aqueous Film Forming Foams Product Liability Litigation; and

WHEREAS, water utilities across the United States filed lawsuits against 3M and Dupont for contaminating drinking water sources with PFAS, and these cases were consolidated into a single docket before the United States District Court for the District of South Carolina, commonly referred to as multi-district litigation cases ("MDL").

WHEREAS, notices were received for individual settlements with 3M (Case No. 2:23-cv-03147-RMG) and Dupont (Case No. 2:23-cv-03230), with both settlements being part of Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina; and

WHEREAS, the current settlement agreements are both Class Action settlements designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements, which are with two groups of Settling Defendants on behalf of:

(1) the 3M Company ("3M"); and

(2) E.I. Du Pont de Nemours and Company (n/k/a EIDP, Inc.), DuPont de Nemours Inc., The Chemours Company, The Chemours Company FC, LLC, and Corteva, Inc. (collectively, "DuPont");

WHEREAS, both of these settlements are designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements; and

WHEREAS, both of the proposed settlements are still subject to final approval by the MDL Judge, the Honorable Richard M. Gergel of the United States District Court for the District of South Carolina; and

WHEREAS, the proposed 3M settlement is divided into two categories: (1) phase one class members are public water systems with any detection of PFAS; and (2) phase two class members are public water systems that have not detected PFAS but which are conducting (or will conduct) PFAS testing under the EPA-required unregulated contaminant monitoring program, UCMR5; with both categories excluding transient public water systems or non-transient non-community public water systems that serve fewer than 3,300 people, and

WHEREAS, the proposed DuPont settlement amount is divided into two categories: (1) public water systems that draw or collect from any water source that has a detection of PFAS; and (2) public water

systems that are subject to the monitoring rules set forth in UCMR5 or are required under applicable federal or state law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the UCMR5 deadline; with both categories including public water systems that have at least 15 service connections or regularly serve at least 25 individuals, including community water systems, non-transient non-community water systems, and transient non-community water systems, and

WHEREAS, under the terms of each settlement, Stoughton Utilities falls into the criteria set forth in the first category; and

WHEREAS, if the court approves the settlements as presented, the settlements will collectively provide $13.6 billing (3M: $12.500 billion, DuPont: $1.185 billion) in funding to address the companies' liability for public water systems affected by PFAS contamination in their drinking water; and

WHEREAS, Stoughton Utilities has previously completed baseline testing for PFAS and this prior testing has indicated that we would be a Phase One Qualifying Class Member unless it chooses to exclude ourselves from the settlement class; and

WHEREAS, Phase One Qualifying Class Members can make claims to recover some of the costs of addressing PFAS contamination in their drinking water systems; and

WHEREAS, Stoughton Utilities staff has used the Estimated Allocation Range Tables published by the Plaintiff's Executive Committee to calculate the PFAS score and adjusted flow rate used to determine an estimated allocation range, calculating a PFAS score of 2 and an adjusted flow rate falling between 1,000 and 1,500 gpm; and

WHEREAS, 3M and DuPont have proposed these settlement agreements in order to settle certain claims, remove themselves from this lawsuit, and prevent class members from suing in the future, and under the settlement agreements, every settlement class member who remains in the settlement agreement thereby agrees to "expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge" these companies from certain claims, including any claim related to PFAS in drinking water or the public water system that has arisen or may arise in the future; and

WHEREAS, if the City does not opt out, the City will have released these companies from liability and, therefore, cannot bring any lawsuit against either 3M or DuPont related to the claims resolved by the settlement agreements; and

WHEREAS, Stoughton Utilities has the option of opting-out of the settlement class, thereby not releasing any future claims related to the PFAS contamination of Stoughton's drinking water supply system, with the deadline to submit request for exclusion as class participants being December 4, 2023 (DuPont) and December 11, 2023 (3M); and

WHEREAS, following consultation with the Stoughton City Attorney, as well as discussions with the attorney representing the National Rural Water Association in its PFAS contamination lawsuit (and co-lead counsel for the plaintiffs in the master docket) and the attorney representing the Wisconsin Municipal Environmental Group Water Division (MEG-Water), it is staff's recommendation that Stoughton Utilities remain a member of the settlement class; and

WHEREAS, if Stoughton Utilities remains a member of the settlement class, staff will further recommend (at a later date) that any funds received from the settlement be set aside in a restricted water utility fund to be used for any future regulatory requirements for treatment of drinking water contamination that are currently unknown; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be authorized and directed to take no action and remain a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote:** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____ _____

Mayor Timothy Swadley Date

Council Action: _____ ☐ **Override** **Vote:** _____

Stoughton Utilities
600 South Fourth Street
P.O. Box 383
Stoughton, WI 53589-0383

Serving Electric, Water & Wastewater Since 1886

Date: November 13, 2023

To: Stoughton Utilities Committee

From: Jill M. Weiss, P.E.
Stoughton Utilities Director

Subject: Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873)

*** May move to closed session per State Statute 19.85(1)(g): Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.*

In September 2023, Stoughton Utilities received notices of class action settlements regarding Aqueous Film Forming Foams Product Liability Litigation. Water utilities across the United States filed lawsuits against 3M and Dupont for contaminating drinking water sources with PFAS. These cases were consolidated into a single docket before the United States District Court for the District of South Carolina, and are commonly referred to as multi-district litigation cases ("MDL"). Notices were received for individual settlements with 3M (Case No. 2:23-cv-03147-RMG) and Dupont (Case No. 2:23-cv-03230). The settlements are part of Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina.

The current settlement agreements are both Class Action settlements designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements, which are with two groups of Settling Defendants on behalf of:

(1) the 3M Company ("3M"); and

(2) E.I. Du Pont de Nemours and Company (n/k/a EIDP, Inc.), DuPont de Nemours Inc., The Chemours Company, The Chemours Company FC, LLC, and Corteva, Inc. (collectively, "DuPont").

Both of these settlements are designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements. Both of the proposed settlements are still subject to final approval by the MDL Judge, the Honorable Richard M. Gergel of the United States District Court for the District of South Carolina.

The terms of these settlements specify class members as follows:

(1) The proposed 3M settlement is divided into two categories:

(i) phase one class members are public water systems with any detection of PFAS; and

(ii) phase two class members are public water systems that have not detected PFAS but which are conducting (or will conduct) PFAS testing under the EPA-required

unregulated contaminant monitoring program, UCMR5; with both categories excluding transient public water systems or non-transient non-community public water systems that serve fewer than 3,300 people

(2) the proposed DuPont settlement amount is divided into two categories:

(i) public water systems that draw or collect from any water source that has a detection of PFAS; and

(ii) public water systems that are subject to the monitoring rules set forth in UCMR5 or are required under applicable federal or state law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the UCMR5 deadline; with both categories including public water systems that have at least 15 service connections or regularly serve at least 25 individuals, including community water systems, non-transient non-community water systems, and transient non-community water systems

Under the terms of each settlement, Stoughton Utilities falls into the criteria set forth in the first category.

If the court approves the settlements as presented, the settlements will collectively provide $13.6 billing (3M: $12.500 billion, DuPont: $1.185 billion) in funding to address the companies' liability for public water systems affected by PFAS contamination in their drinking water.

Stoughton Utilities has previously completed baseline testing for PFAS and this prior testing has indicated that we would be a Phase One Qualifying Class Member unless we choose to exclude ourselves from the settlement class. Phase One Qualifying Class Members can make claims to recover some of the costs of addressing PFAS contamination in their drinking water systems.

Determining the exact compensation that Stoughton Utilities can expect to receive under the settlement for their contaminated water sources remains uncertain, as it relies on future values that will only become clear when we have a comprehensive list of all participating public water systems involved in the settlements. The Plaintiff's Executive Committee has published Estimated Allocation Range Tables that provide an approximate of the compensation. This table, and the methodology used to calculate the PFAS score and adjusted flow rate used to determine an estimated allocation range are included below. Following these calculations, staff has determined our PFAS score is a 2 and our adjusted flow rate falls between 1,000 and 1,500 gpm.

3M and DuPont have proposed these settlement agreements in order to settle certain claims, remove themselves from this lawsuit, and prevent class members from suing in the future. Under the settlement agreements, every settlement class member who remains in the settlement agreement thereby agrees to "expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge" these companies from certain claims. This includes any claim related to PFAS in drinking water or the public water system that has arisen or may arise in the future. The release in both agreements is extremely comprehensive.

If the City does not opt out, the City will have released these companies from liability and, therefore, cannot bring any lawsuit against either 3M or DuPont related to the claims resolved by the settlement agreements.

Stoughton Utilities has the option of opting-out of the settlement class, thereby not releasing any future claims related to the PFAS contamination of Stoughton's drinking water supply system. The deadlines to submit requests for exclusion and opt-out as a class participant are:

(1) DuPont Deadline Date: December 4, 2023

(2) 3M Deadline Date: December 11, 2023

Following consultation with the Stoughton City Attorney, as well as discussions with the attorney representing the National Rural Water Association in its PFAS contamination lawsuit (and co-lead counsel for the plaintiffs in the master docket), and the attorney representing the Wisconsin Municipal Environmental Group Water Division (MEG-Water), it is staff's recommendation that Stoughton Utilities remain a member of the settlement class.

If Stoughton Utilities remains a member of the settlement class, staff will further recommend (at a later date) that any funds received from the settlement be set aside in a restricted water utility fund to be used for any future regulatory requirements for treatment of drinking water contamination that are currently unknown.

We are requesting that the Stoughton Utilities Committee approve taking no action and remaining a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina, and recommend the same to the Stoughton Common Council at their November 28, 2023 meeting.

NOTICE OF 3M CLASS ACTION SETTLEMENT

IN RE: AQUEOUS FILM FORMING FOAMS PRODUCT LIABILITY LITIGATION

United States District Court, District of South Carolina – Charleston Division
MDL No. 2:18-mn-2873-RMG
Case No. 2:23-cv-03147-RMG

PLEASE NOTE, the enclosed correspondence relates to the Settlement with 3M Company.

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

NOTICE ID: RBM-784071

MMM1011466

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USPS CERTIFIED MAIL™

3M Class Action Settlement
Settlement Administrator
1650 ARCH ST STE 2210
PHILADELPHIA PA 19103-2041

$7.42 US POSTAGE
FIRST-CLASS
Sep 15 2023
Mailed from ZIP 19103
2 OZ FIRST-CLASS MAIL LETTER RATE
11923275

stamps endicia

062S0001442133

USPS CERTIFIED MAIL

9414 8118 9876 5413 2576 18

CHRISTEN, CANDEE - CITY CLERK
STOUGHTON WATERWORKS
207 S FORREST ST
STOUGHTON WI 53589-1718

5373

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

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

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

Active Public Water System means a Public Water System whose activity-status is "Active" in SDWIS and is a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year. A "Public Water System" shall include any operator-controlled collection, treatment, storage, and distribution facilities and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. The term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

What does the Settlement provide?

3M has agreed to pay an amount not less than $10,500,000,000 and not more than $12,500,000,000, inclusive (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Funds. Each Class Member that has not excluded itself from the Settlement will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

How do I get a payment from the Settlement?

You must timely file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claims Form are available on the Settlement Website www.PFASWaterSettlement.com. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing Claims against 3M separately if those Claims are within the scope of the Release.

What are my rights?

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

The Court's hearing.

The Court will hold a Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on February 2, 2024 at 10:00 a.m. EST. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted Final Approval as fair, reasonable, and adequate, (ii) whether the Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

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

Media Contact:
Angeion Group
Shiri Lasman

(215) 563-4116
SOURCE: ANGEION GROUP

Frequently Asked Questions (3M)

FAQs

1. What is the Purpose of the 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, 3M Company ("3M" 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 **February 2, 2024 at 10:00 AM EST in Charleston Courtroom #1, J. Waties Waring Judicial Center**, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 83 Meeting Street, Charleston, South Carolina 29401.

If you received this Notice about the proposed Settlement in the mail, then you have been identified as a potential Settlement Class Member according to the Parties' records. Please read this Notice carefully

2. What is the Action about?

Class Representatives are Public Water Systems that have filed actions against 3M and other defendants, which actions are currently pending in the above-referenced multi-district 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 3M 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 3M (collectively with the MDL, the "Litigation").

There are numerous defendants in addition to 3M in the MDL and the cases that comprise the Litigation. Those other defendants are not part of this Settlement Agreement. The Class Representatives and Settlement Class Members will remain able to seek separate and additional PFAS-related recoveries from those other defendants in addition to the Settlement Amount here.

3M 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 Settlement 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.

3. Who is Part of the Proposed Settlement?

The Class Representatives and 3M 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:

(a) All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of June 22, 2023.

AND

(b) All Active Public Water Systems in the United States that do not have one or more Impacted Water Sources as of June 22, 2023 and (i) are required to test for certain PFAS under UMCR-5, or (ii) serve more than 3,300 people, according to SDWIS.

Exhibits E and F to the Settlement Agreement, available for review **here (https://www.pfaswatersettlement.com/3m-court-documents/)**, list all Eligible Claimants known to Interim Class Counsel and 3M's Counsel as of the Settlement Date. Not all Public Water Systems are potential Settlement Class Members; specifically excluded from the Settlement Class are:

a) Non-Transient Non-Community Water Systems serving 3,300 or fewer people;

b) Transient Non-Community Water Systems of any size;

c) The Public Water Systems listed in Exhibit G to the Settlement Agreement, which are associated with a specific PFAS-manufacturing facility owned by 3M;

d) Any Public Water System that is owned by a state government, is listed in SDWIS as having as its sole "Owner Type" a "State government" (as set forth in Exhibit H to the Settlement Agreement), and lacks independent authority to sue and be sued;

e) Any Public Water System that is owned by the federal government, is listed in SDWIS as having as its sole "Owner Type" the "Federal government" (as set forth in Exhibit I to the Settlement Agreement), and lacks independent authority to sue and be sued;

f) The Public Water Systems that are listed in Exhibit J to the Settlement Agreement and have previously settled their PFAS-related Claims against 3M; and

g) 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.

An Eligible Claimant must submit a timely notice if it believes it has been erroneously listed in any of the above-referenced Exhibits.

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; or any Person (but not any financing or lending institution) that has legal authority or responsibility (by statute, regulation, other law, or contract) to fund or incur financial obligations for the design, engineering, installation, operation, or maintenance of any facility or equipment that treats, filters, remediates, or manages water that has entered or may enter Drinking Water or any Public Water System; but does not refer to a Non-Transient Non-Community

Water System that serves 3,300 or fewer people, according to SDWIS, or to a Transient Non-Community Water System of any size. It is the intention of the Settlement Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

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.

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.

SDWIS means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of June 22, 2023.

4. What are the Key Terms of the Proposed Settlement?

The key terms of the proposed Settlement are as follows:

1. Settlement Amount. 3M has agreed to pay an amount not less than $10,500,000,000 and not more than $12,500,000,000 (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. 3M shall additionally pay up to $5,000,000 to cover costs incurred by the Notice Administrator in the course of executing the Notice Plan. Together, these payments from 3M constitute the "Settlement Funds." Payments to Qualifying Class Members will be referred to as "Settlement Awards." In no event shall 3M be required under the Settlement Agreement to pay any amounts above the Settlement Funds. 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 Funds.

2. Settlement Benefit. Each Settlement 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 3M 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 Interim Class Counsel's consultants who assisted in providing guidance in designing the Allocation Procedures.

4. Allocation Procedures Overview. The Allocation Procedures (attached as Exhibit Q 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.

- Qualifying Class Members fall into one of two categories: Phase One Qualifying Class Members or Phase Two Qualifying Class Members. Phase One Qualifying Class Members will be allocated $6,875,000,000. Phase Two Qualifying Class Members' allocation will be between $3,625,000,000 and $5,625,000,000, depending on the factors and process set forth in the Allocation Procedures.
    - A Phase One Qualifying Class Member is an Active Public Water System in the United States that has one or more Impacted Water System as of June 22, 2023. Each Phase One 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 dates specified below and on the Settlement website, available **here (https://www.pfaswatersettlement.com/3m-home-page/)**. The Claims Administrator will establish three separate funds for the benefit of Phase One Qualifying Class Members. Such Settlement 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 Phase One Qualifying Class Member will receive from them are fully described in the Allocation Procedures in Exhibit Q to the Settlement Agreement.

- A Phase Two Qualifying Class Member is an Active Public Water System in the United States that does not have one or more Impacted Water Sources as of June 22, 2023 and (i) is required to test for certain PFAS under UCMR-5 or (ii) serves more than 3,300 people. Each Phase Two 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 or cause the testing laboratory to submit detailed PFAS test results to the Claims Administrator on a Claims Form within forty-five (45) calendar days after receiving the test results, absent what the Claims Administrator deems in writing to be an extraordinary circumstance, and no later than July 1, 2026. The Claims Administrator will establish four separate funds for the benefit of Phase Two Qualifying Class Members. These funds and the criteria the Claims Administrator will use to determine the amount each Phase Two Settlement Class Member will receive from them are fully described in the Allocation Procedures.

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

1. Phase One Public Water System Settlement Claims Form;
2. Phase One Supplemental Fund Claims Form;
3. Phase One Special Needs Fund Claims Form;
4. Phase Two Testing Compensation Claims Form;
5. Phase Two Action Fund Claims Form;
6. Phase Two Supplemental Fund Claims Form; and
7. Phase Two Special Needs Fund Claims Form.

These Claims Forms will be available online at the Settlement website and can be submitted to the Claims Administrator electronically or on paper. The Claims Forms will vary depending on the applicable Settlement Class membership category (Phase One or Phase Two) and on the specific 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 Settlement 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 Settlement Class membership and category and determine the amount each Settlement Class Member is owed from each fund from which the Settlement 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 3M.

6. Payment of Settlement Amount. 3M shall pay or cause to be paid the Settlement Funds in accordance with the payment terms set forth in the Settlement Agreement and the Payment Schedule in Exhibit K to that Agreement. If the Settlement does not become final, 3M is entitled to a refund of the unused Settlement Amount, and no distribution to Settlement Class Members will occur.

7. Release. All Settlement Class Members that have not excluded themselves from the Settlement Class will release certain Claims against 3M, 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 Settlement Class Member from bringing any lawsuit against 3M or making any Claims resolved by the Settlement Agreement.

The Release, as set forth in Section 11 of the Settlement Agreement, will be effective as to every Settlement Class Member that has not excluded itself from the Settlement Class, regardless of whether or not that Settlement Class Member files a Claims Form or receives any distribution from the Settlement.

8. Attorney Fee/Litigation Cost and Class Representative Awards. The Court will determine the amounts of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, the massive amount of litigation surrounding the Action, the trial preparations, and negotiating the proposed Settlement. Class Counsel will request an award of attorneys' fees and costs. Class Counsel will make their request in a motion for attorneys' fees and costs in accordance with Section 8.8 of the Settlement Agreement. Class Counsel intend to file a motion for an award of attorneys' fees and costs that will request that amounts due under the Common-Benefit Holdback Assessment provisions in Case Management Order No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund.

Class Counsel 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 8.4, 8.7, and 8.8 of the Settlement Agreement. After the motion is filed, copies will be available from Class Counsel, the Settlement website (**here (https://www.pfaswatersettlement.com/3m-court documents/)**), or the Court docket for City of Camden, et al., v. 3M Company, No. 2:23-cv-03147-RMG.

Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Amount.

9. 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 Funds. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Amount. 3M shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Funds.

10. 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.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE HERE (https://www.pfaswatersettlement.com/3m-court-documents/)

5. How will the Settlement Amount be divided among Class Members?

1. ***Baseline Testing.***

Phase One Qualifying Class Members

Each Phase One Qualifying Class Member must perform Baseline Testing. Baseline Testing requires each Phase One 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 System tested on or before June 22, 2023, 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 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 Phase One 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.

Phase Two Qualifying Class Members

Each Phase Two Qualifying Class Member must perform Baseline Testing. Baseline Testing requires each Phase Two 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 within forty-five (45) calendar days after receiving the test results, absent what the Claims Administrator deems in writing to be an extraordinary circumstance, and no later than July 1, 2026.

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 Phase Two 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.

A Phase Two Qualifying Class Member that does not fully and timely satisfy these Phase Two Baseline Testing requirements shall be presumed to lack any Impacted Water Source and thus may be declared by the Claims Administrator to be ineligible to receive further payment from Phase Two.

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-water-provider-settlement/ (https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/)**

2. *Base Scores for Water Sources.*

The Allocation Procedures are designed to allocate money based on factors that dictate the costs of water treatment. It is well documented in the scientific literature and well known throughout the public water industry that the costs associated with water treatment consist of 1) capital costs and 2) 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 3M 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 ten 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 MCL 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 is not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadline.

5. *Special Needs Funds.*

Special Needs Funds will be established by the Claims Administrator for Phase One and Phase Two 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 Phase One and Phase Two 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.

6. Who represents the Class?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Class Counsel" or "Plaintiffs' Counsel") for purposes of the proposed Settlement:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave, Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice** 28 Bridgeside Blvd. Mount Pleasant, SC 29464

7. What are the Reasons for the Proposed Settlement?

Class Counsel, Class Representatives, and 3M have engaged in extensive, arm's-length negotiations, including negotiations facilitated by a Court-appointed mediator, and have, subject to the Preliminary and Final Approval of the Court, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth in the Settlement Agreement.

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

3M, 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.

8. 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 **here (https://participation.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 for a Phase One Settlement Class Member to submit a Phase One Public Water System Settlement Claims Form is 60 days following the Effective Date, and the deadline for a Phase Two Settlement Class Member to submit a Phase Two Action Fund Claims Form is July 31, 2026.

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 3M separately if those Claims are within the scope of the Release.

YOU CAN OPT-OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive funds from the Settlement, you may exclude yourself from the Settlement Class by completing and mailing a notice of intention to Opt-Out (referred to as a "Request for Exclusion" or an "Opt-Out"). Anyone within the Settlement Class that wishes to Opt-Out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator, provide service in accordance with Federal Rule of Civil Procedure 5, and comply with all Opt-Out provisions of the Settlement Agreement.

To be treated as valid, the Request for Exclusion must be served on the Notice Administrator, the Special Master, the Claims Administrator, Counsel for 3M, and Class Counsel at the addresses below.

Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o 3M Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Special Master:

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

Claims Administrator:

AFFF Public Water System Claims
P.O. Box 4466
Baton Rouge, LA 70821

Counsel for 3M:

Kevin H. Rhodes Executive Vice President and Chief Legal Affairs Officer Legal Affairs Department 3M Company 3M Center, 220-9E-01 St. Paul, MN 55144-1000	Thomas J. Perrelli Jenner & Block LLP 1099 New York Avenue, N.W., Suite 900 Washington, DC 20001-4412	Richard F. Bulger Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606

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

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice** 28 Bridgeside Blvd. Mount Pleasant, SC 29464

The Request for Exclusion must be received by the Notice Administrator no later than **December 11, 2023**.

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

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available); and
- the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested.

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

If you own or operate more than one Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Public Water System that you wish to Opt-Out of the Settlement Class. Any Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class.

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

YOU CAN OBJECT OR TAKE OTHER ACTIONS. Any Settlement Class Member who has not successfully excluded itself ("Opted-Out") may object to the Settlement. Any Settlement Class Member 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 3M'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 Settlement Class Member to incorrect locations shall not be valid.

Clerk of the Court:

Clerk, United States District Court for the District of South Carolina 85 Broad Street Charleston, SC 29401

Counsel for 3M:

Kevin H. Rhodes Executive Vice President and Chief Legal Affairs Officer Legal Affairs Department 3M Company 3M Center, 220-9E-01 St. Paul, MN 55144-1000	Thomas J. Perrelli Jenner & Block LLP 1099 New York Avenue, N.W., Suite 900 Washington, DC 20001-4412	Richard F. Bulger Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606

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

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice** 28 Bridgeside Blvd. Mount Pleasant, SC 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 Settlement Class Member and must provide:

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

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

- the name, address, telephone, facsimile number and email address (if available) of the Person whose Objection is submitted;

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

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

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

The deadline to submit an Objection is **November 11, 2023**.

Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than **November 11, 2023** and serve such notice in accordance with Federal Rule of Civil Procedure 5 within the same time period.

Any Settlement 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 Settlement Class Member that fails to comply with the provisions of the Settlement Agreement for objecting shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

9. 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 #1, J. Waties Waring Judicial Center, 85 Broad Street, Charleston, South Carolina 29401, on February 2, 2024, at 10:00 AM EST. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the 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 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.

10. 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, OR DEFENDANT WITH ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

11. What are the Addresses you may need?

If to the Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o 3M Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If to the Claims Administrator:

AFFF Public Water System Claims
P.O. 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 Garrretson
Wolf/Garretson LLC
P.O. Box 2806
Park City, UT 84060

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

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave, Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice** 28 Bridgeside Blvd. Mount Pleasant, SC 29464

If to Counsel for 3M:

Kevin H. Rhodes Executive Vice President and Chief Legal Affairs Officer Legal Affairs Department 3M Company 3M Center, 220-9E-01 St. Paul, MN 55144-1000	Thomas J. Perrelli Jenner & Block LLP 1099 New York Avenue, N.W., Suite 900 Washington, DC 20001-4412	Richard F. Bulger Mayer Brown LLP 71 South Wacker Drive Chicago, Illinois 60606

12. What Information must be Included in any Document you send regarding the Action?

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or 3M'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. 3M Company, No. 2:23-cv-03147-RMG.

You must also include your full name, address, email address, and a telephone number where you can be reached.

13. What Important Deadlines do you need to know?

Deadline Description	Deadline Date
Deadline to Object	11/11/2023
Deadline to Opt Out	12/11/2023
Court's Final Fairness Hearing	2/2/2024 at 10:00 AM EST
Phase One Public Water System Settlement Claims Form	60 Days after the Effective Date
Phase One Special Needs Claims Form	45 Days after the Phase One Public Water System Claims Form Deadline
Phase Two Testing Claims Form	1/1/2026
Phase Two Baseline Testing	45 Days after receiving test results but no later than 7/1/2026
Phase Two Action Fund Claims Form	7/31/2026
Phase Two Special Needs Claims Form	8/1/2026

Phase One Supplemental Fund Claims Form	12/31/2030
Phase Two Supplemental Fund Claims Form	12/31/2030

This website is supervised by Counsel and the Court and is controlled by the Claims Administrator that handles all aspects of the claims processing. This is the only authorized website for this litigation. Other websites may contain incorrect information about this litigation and should not be relied upon. If you have questions, please contact the Claims Administrator.

Privacy Policy (https://www.pfaswatersettlement.com/privacy-policy/)

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NOTICE OF DUPONT CLASS ACTION SETTLEMENT

IN RE: AQUEOUS FILM FORMING FOAMS PRODUCT LIABILITY LITIGATION

United States District Court, District of South Carolina – Charleston Division
MDL No. 2:18-mn-2873
Case No. 2:23-cv-03230

PLEASE NOTE, the enclosed correspondence relates to the Settlement with The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each a "Settling Defendant").

YOU MAY RECEIVE ADDITIONAL CORRESPONDENCE RELATING TO ADDITIONAL SETTLEMENTS WITH OR JUDGMENTS INVOLVING OTHER DEFENDANT(S).

Please be aware that documents associated with one Settling Defendant may appear similar to documents associated with another Settling Defendant. However, **each Settlement has its own specific terms and conditions, and each set of documents should be carefully reviewed with this in mind.** Please visit www.PFASWaterSettlement.com for more information and to review settlement-related documents.

SETTLEMENT WEBSITE FOR FILING YOUR CLAIM FOR SETTLEMENT PAYMENT

WWW.PFASWATERSETTLEMENT.COM

NOTICE ID: RBM-784071

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Dupont Class Action Settlement
Settlement Administrator
1650 ARCH ST STE 2210
PHILADELPHIA PA 19103-2041

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STOUGHTON WI 53589-1718

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6561

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

PHILADELPHIA, Sep. DD, 2023 /PR Newswire/- Angeion Group today announces a settlement has been reached with Defendants in a product liability class action lawsuit involving all Public Water Systems in the US that draw or otherwise collect from any water source that, on or before June 30, 2023, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level; and

All Public Water Systems in the US that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule ("UCMR 5") (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the deadline of sample collection under UCMR 5.

Public Water System means a system for the provision of water to the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connections or regularly serves at least twenty-five (25) individuals. A "Public Water System" shall include the owner and/or operator of that system and any public entity that is legally responsible for funding (by statute, regulation, other law, or contract), other than a State or the federal government, a Public Water System described in such Paragraph or has authority to bring a claim on behalf of such a Public Water System.

What does the Settlement provide?
The Settling Defendants have agreed to pay $1,185,000,000, subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under the Settlement Agreement above the Settlement Amount. Any fees, costs, or expenses payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount. Each Settlement Class Member who has not excluded themself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

How do I get a payment from 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, PO Box 4466, Baton Rouge, LA 70821. The deadlines to submit a Claim Forms are illustrated below. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any

judgment or other final disposition of the Released Claims, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

What are my rights?
If you are a Class member and do nothing, you will be bound by the Settlement and will give up any right to sue 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. in a separate lawsuit related to the legal claims in this lawsuit. If you want to keep your right to separately sue 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. you must exclude yourself from the Settlement by **DECEMBER 4, 2023.** If you do not exclude yourself, you may object to the Settlement and/or ask for permission to appear and speak at the Fairness Hearing but only if you do so by **NOVEMBER 4, 2023**. Complete information is available at www.PFASWaterSettlement.com.

The Court's hearing.
The Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on December 14, 2023 at 10:00 a.m. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

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

Media Contact:
Angeion Group
Shiri Lasman
(215) 563-4116
SOURCE: ANGEION GROUP

Frequently Asked Questions (DuPont)

FAQs

1. What is the Purpose of the Notice?

The purpose of the Notice is (i) to advise you that a proposed settlement (referred to as the "Settlement") has been reached with the defendants The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc., and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a "Settling Defendant" and collectively, "Settling Defendants") in the above-captioned lawsuit (the "Action") pending in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement, to be held on December 14, 2023 at 10:00 AM EST, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

If you received this Notice about the proposed Settlement in the mail, then you have been identified as a potential Settlement Class Member according to the Parties' records. Please read this Notice carefully.

2. What is the Action about?

Class Representatives are Public Water Systems that have filed actions against Settling Defendants and other defendants, which actions are currently pending in the above- captioned multi-district litigation, In Re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873 (D.S.C.) (the "MDL").

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

In addition to the MDL, certain other cases are pending against Settling Defendants asserting Released Claims (collectively with the MDL, all pending litigation brought by or on behalf of a Releasing Person against a Released Person involved Released Claims shall be referred to as the "Litigation").

There are numerous defendants in addition to Settling Defendants in the MDL and the cases comprising the Litigation. Those other defendants are not part of this Settlement Agreement. The Class Representatives and Settlement Class Members will remain able to seek separate and additional PFAS-related recoveries from those other defendants in addition to the Settlement Amount here. The Parties agree, and Class Counsel have a reasonable basis to believe, that the Settling Defendants collectively comprise a very small share of MDL defendants' total alleged PFAS-related liabilities, on the order of approximately 3-7% or less.

The Settling Defendants deny the allegations in the Litigation and all other allegations relating to the Released Claims and deny that they have any liability to Class Representatives, the Settlement Class, or any Settlement Class Member for any Claims of any kind, and would assert a number of legal and factual defenses against such Claims if they were litigated to conclusion (including against certification of any purported class for litigation purposes).

This Notice should not be understood as an expression of any opinion by the Court as to the merits of the Class Representatives' claims or the Settling Defendants' defenses.

3. Who is Part of the Proposed Settlement?

The Class Representatives and Settling Defendants have entered into the Settlement Agreement to resolve Claims relating to PFAS contamination of Public Water Systems. The Court has preliminarily approved the Settlement Agreement as fair, reasonable, and adequate. The Court will hold a Final Fairness Hearing, as described below, to consider whether to make the Settlement final.

The Settlement Class consists of each of the following:

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

AND

(b) All Public Water Systems in the United States of America that, as of June 30, 2023, are (i) subject to the monitoring rules set forth in UCMR 5 (i.e., "large" systems serving more than 10,000 people and "small" systems serving between 3,300 and 10,000 people), or (ii) required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

Not all Public Water Systems are potential Settlement Class Members: specifically, Public Water Systems that are owned and operated by a State or the federal government, and cannot sue or be sued in their own name, as well as certain other systems set forth below, are expressly **excluded** from the Settlement Class. In addition, Public Water Systems that do not fall within the Settlement Class definition set forth above are not Settlement Class Members.

The following are excluded from the Settlement Class:

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

b) Any Public Water System that is owned and operated by a State government and cannot sue or be sued in its own name, as listed in Exhibit I to the Settlement Agreement.

c) Any Public Water System that is owned and operated by the federal government and cannot sue or be sued in its own name, as listed in Exhibit J to the Settlement Agreement.

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

"UCMR 5" means the United States Environmental Protection Agency's ("U.S. EPA") fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.

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

"Water Source" means any groundwater well, surface water intake, and any other intake point from which a Public Water System draws or collects Drinking Water, including water it provides or collects, treats or stores for distribution to customers or users.

4. What are the Key Terms of the Proposed Settlement?

The key terms of the proposed Settlement are as follows:

1. Settlement Amount. Settling Defendants have agreed to pay the total and maximum dollar amount of one billion one hundred eighty-five million dollars ($1,185,000,000) (the "Settlement Amount"), subject to final approval of the Settlement by the Court and certain other conditions specified in the Settlement Agreement. In no event shall the Settling Defendants be required under the Settlement Agreement to pay any amounts above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under the Settlement Agreement shall be paid out of, and shall not be in addition to, the Settlement Amount.

2. Settlement Benefit. Each Settlement Class Member who has not excluded itself from the Settlement Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable. Each Settlement Class Member's settlement amount will be based on information submitted by Settlement Class Members in their Claims Forms and will depend on each Impacted Water Source's flow rate and level of concentration as compared to all other Settlement Class Members' Impacted Water Sources. The allocation process is described below. Precisely how much each Settlement Class Member will receive is unknown at this time because it depends on all the information submitted by all Settlement Class Members.

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 Settlement Class Members and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation and payment distribution functions. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may seek the assistance of the Plaintiffs' Executive Committee ("PEC") consultants who assisted in providing guidance in designing the Allocation Procedures.

Allocation Procedures Overview

The Allocation Procedures were designed to fairly and equitably allocate the Settlement Funds among Qualifying Settlement Class Members to resolve PFAS contamination of Public Water Systems in such a way that reflects factors used in designing a water treatment system in connection with such contamination. Both the volume of contaminated water and the degree of contamination are the main factors in calculating the cost of treating PFAS contamination; the Allocation Procedures use scientific and EPA- derived formulas to arrive at Allocated Amounts that proportionally compensate Qualifying Settlement Class Members for PFAS-related treatment. The Allocation Procedures are appended as Exhibit C to the Settlement Agreement.

1. Claims Form Process. The Claims Administrator will verify that each Entity that submits a Claims Form is a Qualifying Settlement Class Member and will confirm the category into which the Settlement Class Member falls.

- Settlement Class Members fall into one of two categories: Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members. Phase One Qualifying Settlement Class Members will be allocated 55% of the Settlement Funds and Phase Two Qualifying Class Members will be allocated 45% of the Settlement Funds.

  - A Phase One Qualifying Settlement Class Member is a Public Water System that draws or otherwise collects from any Water Source that tested or otherwise analyzed on or before June 30, 2023 and found to contain any PFAS at any level. The Claims Administrator will establish five separate payment sources from which Phase One Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of the payment sources. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase One Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.

  - A Phase Two Qualifying Settlement Class Member is a Public Water System that is not a Phase One Qualifying Settlement Class Member and is subject to the monitoring rules set forth in UCMR 5 or other applicable state or federal law. The Claims Administrator will establish five separate payment sources from which Phase Two Qualifying Settlement Class Members may receive Settlement Funds. Such Settlement Class Members will be eligible for compensation from at least one and potentially more of these payment sources, one of which will be to offset the costs of PFAS testing. These sources, and the criteria the Claims Administrator will use to determine the amount each Phase Two Qualifying Settlement Class Member will receive from them, are described below and fully in the Allocation Procedures.

The initial step for establishing Settlement Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the Claimant Information Form. After a Person completes the Public Water System Settlement Claims Form, the Settlement Class Member will be provided with additional relevant Claims Form(s) for the payment sources for which the Settlement Class Member may be eligible. The term "Claims Form" may refer to any of seven separate forms:

1. Phase One Public Water System Claims Form;

2. Phase One Supplemental Fund Claims Form;

3. Phase One Special Needs Fund Claims Form;

4. Phase Two Testing Claims Form;

5. Phase Two Public Water System Claims Form;

6. Phase Two Supplemental Fund Claims Form; and

7. Phase Two Special Needs Fund Claims Form

These Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. The Claims Forms will vary depending on the applicable Settlement Class Membership category (Phase One or Phase Two) and on the specific sources from which compensation is sought. The Claims Forms are appended as Exhibit D to the Settlement Agreement.

The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate, including to notify Settlement Class Members of the need to cure deficiencies in their submission(s), if any. Based on this data, the Claims Administrator will then confirm whether each Settlement Class Member is a Phase One Qualifying Settlement Class Member or Phase Two Qualifying Settlement Class Member and determine the amount each Settlement Class Member is owed from each payment source from which the Settlement Class Member seeks compensation. Should any portion of the Settlement Funds remain following the completion of the Claims process, they will be distributed to certain Qualifying Settlement Class Members in a pro rata fashion in proportion to their respective Allocated Amounts. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

4. Payment of Settlement Amount. Within ten (10) Business Days after Preliminary Approval, Settling Defendants shall pay or cause to be paid the Settlement Amount in full, in accordance with the payment terms set forth in the Settlement Agreement. If the Settlement does not become final, Settling Defendants are

entitled to a refund of the unused Settlement Funds, and no distribution to Settlement Class Members will occur.

5. Release. All Settlement Class Members who have not excluded themselves from the Settlement Class will release certain Claims against the Settling Defendants, their affiliates, certain predecessors and successors, and other persons as set forth in the Settlement Agreement. This is referred to as the "Release." Generally speaking, the Release will prevent any Settlement Class Member from bringing any lawsuit against the Settling Defendants or making any claims resolved by the Settlement Agreement.

The Release, as set forth in Paragraphs 12.1 through 12.9 of the Settlement Agreement, will be effective as to every Settlement Class Member who has not excluded itself from the Settlement Class, regardless of whether or not that Settlement Class Member files a Claims Form or receives any distribution from the Settlement.

6. Attorney Fee/Litigation Cost and Class Representative Awards. The Court will determine the amounts of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, the massive amount of litigation surrounding the Action, the trial preparations, and negotiating the proposed Settlement. Class Counsel will request an award of all attorneys' fees and expenses in the amounts due under the Holdback Provisions set forth in CMO No. 3. Class Counsel will make their request in a motion for attorneys' fees and costs in accordance with Section 11.2 of the Settlement Agreement. Class Counsel intend to file a motion for an award of attorneys' fees and costs that will request that amounts due under the Holdback Provisions set forth in Case Management Order No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund. Class Counsel intend to file such motion with the Court no later than October 15, 2023 as ordered by the Court. After the motion for attorneys' fees and costs is filed, copies will be available from Class Counsel, the Settlement website (www.PFASWaterSettlement.com), or from the Court docket for *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-03230-RMG.

Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Settlement Amount.

7. Settlement Administration. All fees, costs, and expenses incurred in the administration and/or work by the Notice Administrator, including fees, costs, and expenses of the Notice Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the administration and/or work by the Claims Administrator, including fees, costs, and expenses of the Claims Administrator, shall be paid from the Settlement Amount. All fees, costs, and expenses incurred in the

administration and/or work by the Special Master, including fees, costs, and expenses of the Special Master, shall be paid from the Settlement Amount. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

8. Dismissal of the Litigation. If the Settlement is approved by the Court and becomes final, all pending Litigation will be dismissed with prejudice to the extent it contains Released Claims. If the Settlement is not approved by the Court or does not become final for any reason, the Litigation will continue, and Class Members will not be entitled to receive any Settlement Benefit.

THE PARAGRAPHS ABOVE PROVIDE ONLY A GENERAL SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU CAN REVIEW THE SETTLEMENT AGREEMENT ITSELF FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE HERE (https://www.pfaswatersettlement.com/dupont-court-documents/)

5. How will Settlement Funds be Divided among Class Members?

1. Baseline Testing. Phase One and Phase Two Settlement Class Members must perform "Baseline Testing" – that is, Settlement Class Members must test every Water Source they own for PFAS. By performing Baseline Testing to determine which Water Sources have current PFAS detections, each Settlement Class Member will be able to submit Claims Forms, have its Water Sources scored, and receive Allocated Awards based on those scores.

Baseline Testing requires that each Water Source be analyzed for at least the 29 PFAS chemicals required under UCMR 5, using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter). Any Water Source tested before December 7, 2021 that did not result in a PFAS detection must retest. Any Water Source that tested before June 30, 2023 that did result in a PFAS detection does NOT need to retest. However, you would still be required to test any other Water Sources that have not previously had a detection.

Baseline Testing is different from what the EPA requires for UCMR 5. Under UCMR 5, a Public Water System is required to test for PFAS only at the entry points to its distribution system, but Baseline Testing requires Settlement Class Members to test every Water Source. Because Baseline Testing requires more testing than UCMR 5, Phase Two Settlement Class Members will be compensated out of the Settlement Funds for the costs of testing each Water Source to meet Baseline Testing requirements. **Baseline Testing Claims Forms for Phase Two Settlement Class Members must be received by no later than January 1, 2026.**

Baseline Testing may be performed by any laboratory accredited by a state government or federal regulatory agency for PFAS analysis that uses any state- or federal agency-approved PFAS analytical method that is consistent with (or stricter) than the requirements of UCMR 5.

Class Counsel has arranged for discounted testing with the following laboratory to assist Settlement Class Members with Baseline Testing. The listed laboratory will forward the test results to the Claims Administrator. There is no requirement to use the listed laboratories.

Eurofins
Telephone Number: 916-374-4499
Website: **https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/ (https://www.eurofinsus.com/environment-testing/pfas-testing/pfas-water-provider-settlement/)**

2. Base Scores for Water Sources. The Allocation Procedures are designed to allocate money based on factors that dictate the costs of water treatment. It is well documented in the scientific literature and well known throughout the public water industry that the costs associated with water treatment consist of 1) capital costs and 2) operation and maintenance costs. Capital costs are mainly driven by the Impacted Water Source's flow rate. Operation and maintenance costs are mainly driven by the levels of PFAS in the water. The Allocation Procedures utilize capital costs and operation and maintenance costs to generate a score for each Impacted Water Source. The Claims Administrator will input the flow rates and PFAS concentrations from the Claims Forms into an EPA-derived formula that calculates a Base Score for each Impacted Water Source.

3. Adjusted Base Scores. Certain Class Members will be eligible for increased scores. Based on the Claims Forms submitted, the Claims Administrator will determine if a Settlement Class Member is eligible for three available enhancements to the score: the Litigation Bump, the Bellwether Bump, and the Regulatory Bump. A Settlement Class Member may qualify for none, one, or multiple bumps.

The Litigation Bump will apply to Settlement Class Members with a pending lawsuit against the Settling Defendants alleging PFAS contaminated Drinking Water. The Bellwether Bump will apply to the ten Settlement Class Members that served as the Public Water Provider Bellwether plaintiffs. The Regulatory Bump will apply when an Impacted Water Source exceeds an applicable state Maximum Contaminant Level (MCL) or the proposed federal MCL as of March 14, 2023.

After the Claims Administrator applies the appropriate bumps to each Impacted Water Source, the Claims Administrator will use the new Adjusted Base Scores to determine how much of the Settlement Funds each Impacted Water Source will receive.

4. Very Small Public Water System Payments. All Phase One and Phase Two Settlement Class Members that are listed in the Safe Drinking Water Information System (SDWIS) as Transient Non-Community Water Systems (TNCWS) and Non-Transient Non- Community Water Systems (NTNCWS) serving less than 3,300 people may apply for Phase One or Phase Two Very Small Public Water System Payments. Phase One Public Water System Claims Forms for Very Small Public Water Systems are due no later than 60 days after the Effective Date, and Phase Two Public Water System Claims Forms for Very Small Public Water Systems are due by June 30, 2026. The Claims Administrator will issue a payment of $1,250 to the TNCWS and $1,750 to the NTNCWS serving less than 3,300 people.

5. Allocated Amounts. The information required to calculate Allocated Amounts is not publicly available and is only obtainable through the Claims Forms submitted by Settlement Class Members. Thus, the Allocated Amount that each Settlement Class Member will receive is not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadlines.

6. Special Needs Funds. Special Needs Funds will be established by the Claims Administrator for Phase One and Phase Two Settlement Class Members that have expended monetary resources on extraordinary efforts to address PFAS contamination in their Impacted Water Sources. Settlement Class Members can file a Special Needs Fund Claims Form to be considered for reimbursement of these expenditures.

7. Supplemental Funds. The Claims Administrator will also establish Phase One and Phase Two Supplemental Funds so that Settlement Class Members who did not initially exceed a state or federal MCL when it submitted its Claims Form can request additional funds if it later exceeds a state or federal MCL.

6. Who represents the Settlement Class?

The Court has appointed the attorneys from the following law firms to act as counsel for the Class (referred to as "Class Counsel" or "Plaintiffs' Counsel") for purposes of the proposed Settlement:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave, Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907

Elizabeth A. Fegan	Joseph F. Rice
Fegan Scott LLC	**Motley Rice LLC**
150 S. Wacker Dr, 24th floor	28 Bridgeside Blvd.
Chicago, Il 60606	Mount Pleasant, SC 29464

7. What are the Reasons for the Proposed Settlement?

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

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

The Settling Defendants, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Litigation and all other Released Claims, either on their part or on the part of any of the Released Persons, entered into the Settlement Agreement to avoid the expense, inconvenience, and distraction of further litigation.

8. 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 for a Phase One Settlement Class Member to submit a Phase One Public Water System Claims Form is 60 days following the Effective Date, and the deadline for a Phase Two Settlement Class Member to submit a Phase Two Public Water System Claims Form is June 30, 2026.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by any judgment or other final disposition of the Settlement, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against the Settling Defendants separately if those Claims are within the scope of the Release.

YOU CAN OPT-OUT OF THE SETTLEMENT. If you do not wish to be a Settlement Class Member, and do not want to participate in the Settlement and receive a Settlement Benefit Check, you may exclude yourself from the Settlement Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out"). Any Person within the Settlement Class who wishes to opt out of the Settlement Class and Settlement must file a written and signed statement entitled "Request for Exclusion" with the Notice Administrator and provide service on all Parties in accordance with Federal Rule of Civil Procedure 5.

To be treated as valid, the Request for Exclusion must be sent via certified or first- class mail to the Notice Administrator, Counsel for the Settling Defendants, and Class Counsel at the addresses below.

Counsel for Settling Defendants:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

Class Counsel:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave, Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mount Pleasant, SC 29464

Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

The Request for Exclusion must be received by the Notice Administrator no later than December 4, 2023.

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

- an affidavit or other proof of the Settlement Class Member's standing;
- the filer's name, address, telephone, facsimile number and email address (if available);
- the name, address, telephone number, facsimile number, and e-mail address (if available) of the Person whose exclusion is requested; and

The Request for Exclusion must be received by the Notice Administrator no later than December 4, 2023.

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

If you own or operate more than one Public Water System and are authorized to determine whether to submit Requests for Exclusion on those Public Water Systems' behalf, you may submit a Request for Exclusion on behalf of some of those Public Water Systems but not the other(s). You must submit a Request for an Exclusion on behalf of each such Public Water System that you wish to opt out of the Settlement Class. Any Public Water System that is not specifically identified in a Request for Exclusion will remain in the Settlement Class.

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

YOU CAN OBJECT OR TAKE OTHER ACTIONS. Any Settlement Class Member who has not successfully excluded itself ("opted out") may object to the Settlement. Any Settlement Class Member who wishes to object to the Settlement or to an award of fees or expenses to Class Counsel must file a written and signed statement designated "Objection" with the Clerk of the Court and provide service on Counsel for the Settling Defendants and Class Counsel at the addresses below in accordance with Federal Rule of Civil Procedure 5. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.

Clerk of the Court:

Clerk, United States District Court for the District of South Carolina 85 Broad Street Charleston, SC 29401

Counsel for Settling Defendants:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

Class Counsel:

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave, Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Dr, 24th floor Chicago, Il 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mount Pleasant, SC 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 Settlement Class Member and must provide:

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

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

- the name, address, telephone, facsimile number and email address (if available) of the Person whose Objection is submitted;

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

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

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

The deadline to submit an Objection is November 11, 2023.

Settlement Class Members may object either on their own or through any attorney hired at their own expense. If a Settlement Class Member is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than November 11, 2023, the date ordered by the Court for the filing of Objections, and serve such notice on all Parties in accordance with Federal Rule of Civil Procedure 5 within the same time period.

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

9. 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 U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on December 14, 2023, at 10:00 AM EST. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the Released Claims should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (iii) whether the Settlement

Class should be conclusively certified, (iv) whether Settlement Class Members should be bound by the Release set forth in the Settlement Agreement, (v) the amount of attorneys' fees and costs to be awarded to Class Counsel, if any, and (vi) the amount of the award to be made to the Class Representatives for their services, if any. The Final Fairness Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

10. How can you get Additional Information about the Action, the Proposed Settlement, the Settlement Agreement, or the Notice?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through PACER. A copy of the Settlement Agreement may also be obtained from Class Counsel by contacting them at the addresses or telephone numbers set forth above. Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Class Counsel. You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR DEFENDANT WITH ANY QUESTIONS ABOUT THE NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

11. What are the Addresses you may need?

Counsel for E.I. DuPont de Nemours and Company, et al:

Jeffrey M. Wintner Graham W. Meli **Wachtell, Lipton, Rosen & Katz** 51 West 52nd Street New York, NY 10019	Kevin T. Van Wart **Kirkland & Ellis LLP** 300 North LaSalle Chicago, IL 60654	Michael T. Reynolds **Cravath, Swaine & Moore LLP** 825 Eighth Avenue New York, NY 10019

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

Scott Summy	Michael A. London	Paul J. Napoli
Baron & Budd, P.C.	**Douglas & London**	**Napoli Shkolnik**
3102 Oak Lawn Ave, Ste. 1100	59 Maiden Lane, 6th Floor	1302 Av. Ponce de Leon
Dallas, Texas 75219	New York, NY 10038	San Juan, Puerto Rico 00907

Elizabeth A. Fegan	Joseph F. Rice
Fegan Scott LLC	**Motley Rice LLC**
150 S. Wacker Dr, 24th floor	28 Bridgeside Blvd.
Chicago, Il 60606	Mount Pleasant, SC 29464

If to the Notice Administrator:

In re: Aqueous Film-Forming Foams Products Liability Litigation
c/o Notice Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If to the Claims Administrator:

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

12. What Information must be Included in any Document you send regarding the Action?

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or Settling Defendants' Counsel, you must include the following case name and identifying number on any documents and on the outside of the envelope:

In re: Aqueous Film-Forming Foams Products Liability Litigation, MDL No. 2:18-mn-2873 (D.S.C.), this document relates to: *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.,* No. 2:23-cv-03230-RMG.

You must also include your full name, address, email address, and a telephone number where you can be reached.

13. What Important Deadlines do you need to know?

Deadline Description	Deadline Date
Deadline to submit Objections	11/11/2023
Deadline to submit Requests for Exclusions	12/4/2023
Court's Final Fairness Hearing	12/14/2023 at 10:00 AM EST
Phase One Public Water System Settlement Claims Form	60 Days after the Effective Date
Phase One Special Needs Claims Form	45 Days after the Phase One Public Water System Claims Form Deadline
Phase Two Testing Claims Form	1/1/2026
Phase Two Public Water System Claims Form	6/30/2026
Phase Two Baseline Testing	45 Days after receiving test results but no later than 7/1/2026
Phase Two Special Needs Claims Form	8/1/2026
Phase One Supplemental Fund Claims Form	12/31/2030
Phase Two Supplemental Fund Claims Form	12/31/2030

This website is supervised by Counsel and the Court and is controlled by the Claims Administrator that handles all aspects of the claims processing. This is the only authorized website for this litigation. Other websites may contain incorrect information about this litigation and should not be relied upon. If you have questions, please contact the Claims Administrator.

Privacy Policy (https://www.pfaswatersettlement.com/privacy-policy/)

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3M Public Water Provider Settlement
Estimated Allocation Range Table

Each cell in the Table represents an estimated allocation *PER IMPACTED WATER SOURCE (per groundwater well or surface water source)*. The Settlement Class consists of Public Water Systems, which may and often do have multiple wells or water sources, each of which would be calculated individually and added up to arrive at the total.

A putative member of the Settlement Class may calculate a rough estimated allocation amount for each of its Impacted Water Sources (groundwater well or surface water system with PFAS contamination) by using the 3M Estimated Allocation Range Table below. This Table allows members of the Settlement Class to access such an estimate for any Impacted Water Source. The Table provides estimated ranges of allocated amounts based on the two factors most relevant to the calculation of the cost of PFAS treatment – flow rates and PFAS concentration levels – which are reflected in the Allocation Procedures as Adjusted Flow Rates[1] and PFAS Scores.[2]

The 3M Estimated Allocation Range Table was derived from PFAS concentration data that was publicly available and gathered from public agencies, as well as on reasonable assumptions as to flow rates based on population (since flow rates are not publicly available). The data gathered for this Table is likely the most exhaustive collection of PFAS detection data that exists. But such information does not and cannot replicate the actual allocations that the Claims Administrator will calculate based on the flow rates and PFAS concentration levels reported on submitted Claims Forms. That information is proprietary information in the possession of the members of the Settlement Class, which Class Counsel cannot access.

Despite the tremendous amount of work that has taken place to provide the 3M Estimated Allocation Range Table, the ranges are necessarily based on data publicly available at the time of the Settlement, reasonable assumptions, and good faith estimates. The ranges presented in this Table are not the actual settlement awards that will be allocated to each Impacted Water Source because: certain data is not publicly available; the full extent of Impacted Water Sources is unknown; and the extent of participation in the settlement among putative members of the Settlement Class is unknown. Absent such information, Class Counsel cannot provide assurances that the actual settlement amounts will be at or even close to Class Counsel's estimated allocation. Nonetheless, the estimated allocation amounts represent Class Counsel's best effort to provide, in good faith, information to the Class based on publicly available information. These ranges are for the Action Funds only and do not include Phase Two Baseline Testing Payments, the Special Needs Funds, the Supplemental Funds, the Litigation Bump or the Public Water Provider Bellwether Bump.

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[1] Adjusted Flow Rates are calculated by first averaging the three (3) highest annual flow rates from 2013-2022. This average is then averaged with the maximum flow rate of the of the Impacted Water Source.

[2] The PFAS Score is the greater of either: the sum of the maximum levels for PFOA and for PFOS or 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.

3M Public Water Provider Settlement
Estimated Allocation Range Table

INSTRUCTIONS

STEP 1
Calculate your PFAS Score for each Impacted Water Source

PFAS Score = the higher of:
[PFOA (Max Level) + PFOS (Max Level)]

-Or-

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

STEP 2
Determine the Adjusted Flow Rate of each Impacted Water Source

Each Class Member will need to gather their flow rates, which are proprietary information. Then, they will use those flow rates to calculate an Adjusted Flow Rate for each Impacted Water Source, by first averaging the three highest annual average flow rates drawn from the groundwater Impacted Water Source or that entered the surface-water treatment plant. The three highest annual average flow rates can be selected from a ten-year period from 2013-2022. This average will then be averaged with the verified maximum flow rate of a groundwater Impacted Water Source or the maximum flow rate entering a surface-water Impacted Water Source.

STEP 3
Use your PFAS Score and Adjusted Flow Rate to determine an Estimated Allocation Range in the Table

Locate your Adjusted Flow Rate across the horizontal axis and your PFAS Score across the vertical axis. The cell where they meet represents your Estimated Allocation.

- If your Adjusted Flow Rate falls between two cell values on the horizontal axis, or your PFAS Score falls between two cell values on the vertical axis, your Estimated Allocation is the range between the cells.

For illustration purposes only; not reflective of actual allocation awards

3M Public Water Provider Settlement
Estimated Allocation Range Table

1 Calculate a PFAS score for each Impacted Water Source →

Select the <u>higher</u> of:

(max PFOA level + max PFOS level)

OR

(max PFOA + max PFOS) averaged with

(√ max any other PFAS listed on the Claims Form)

= _____

2 Calculate Adjusted Flow Rate for each Impacted Water Source →

Add 3 highest annual average flow rates 2013-2022

(rate 1 + rate 2 + rate 3) ÷ 3= <u>average</u>

Then average this number with the max flow rate

(<u>average</u> + max flow rate) ÷ 2

= _____

3 Locate your Adjusted Flow Rate and PFAS score on the Table

Adjusted Flow Rate (gpm)

PFAS score					
			$ estimate		

3M Public Water Provider Settlement
Estimated Allocation Range Table

Each cell in the Table represents an estimated allocation *PER IMPACTED WATER SOURCE (per groundwater well or surface water source)*. The Settlement Class consists of Public Water Systems, which may and often do have multiple wells or water sources, each of which would be calculated individually and added up to arrive at the total.

IMPACTED WATER SOURCE
means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.
See the Settlement Agreement for defined terms.

		Adjusted Flow Rate (gpm)										
	0	**100**	**250**	**500**	**1,000**	**1,500**	**5,000**	**10,000**	**25,000**	**50,000**	**100,000**	**300,000**
	2	$36,240	$70,013	$115,244	$189,694	$253,898	$603,369	$993,106	$1,918,881	$3,157,910	$5,196,296	$11,436,561
PFAS SCORE	**4**	$145,785	$281,723	$463,713	$763,253	$1,021,550	$2,427,216	$3,994,261	$7,714,149	$12,687,352	$20,855,641	$45,758,953
	10	$148,252	$286,489	$471,559	$776,166	$1,038,832	$2,468,269	$4,061,800	$7,844,507	$12,901,569	$21,207,290	$46,527,259
	50	$164,724	$318,320	$523,950	$862,394	$1,154,236	$2,742,397	$4,512,775	$8,714,863	$14,331,681	$23,554,481	$51,652,815
	100	$185,313	$358,108	$589,437	$970,176	$1,298,484	$3,085,022	$5,076,399	$9,802,456	$16,118,368	$26,485,901	$58,047,466
	250	$247,082	$477,467	$785,890	$1,293,499	$1,731,188	$4,112,663	$6,766,639	$13,062,886	$21,472,088	$35,263,074	$77,149,868
	500	$350,027	$676,390	$1,113,285	$1,832,294	$2,452,225	$5,824,623	$9,581,606	$18,489,120	$30,373,873	$49,834,987	$108,717,963*
	750	$452,968	$875,299	$1,440,643	$2,370,993	$3,173,089	$7,535,613	$12,393,952	$23,905,608	$39,249,406	$64,336,461*	$139,954,105*
	1000	$555,906	$1,074,195	$1,767,967	$2,909,596	$3,893,781	$9,245,635	$15,203,680	$29,312,376	$48,098,804*	$78,768,005*	$170,863,503*

*While the available data has not revealed any Impacted Water Source with the values in the shaded cells, and any such Impacted Water Source would be an anomaly, the Table is designed to account for and estimate any scenario that could occur as a result of the Allocation Procedures.

City of Stoughton, 207 South Forrest Street, Stoughton WI 53589

RESOLUTION FROM THE UTILTIES COMMITTEE TO THE STOUGHTON COMMON COUNCIL			
Authorizing and directing the proper City official(s) to take no action and remain a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina.			
Committee Action:	Utilities Committee recommended Common Council approval 5 - 2 on November 20, 2023.		
Fiscal Impact:	To be determined		
File Number:	R-xxx-2023	**Date Introduced:**	November 28, 2023

WHEREAS, in September 2023, Stoughton Utilities received notices of class action settlements regarding Aqueous Film Forming Foams Product Liability Litigation; and

WHEREAS, water utilities across the United States filed lawsuits against 3M and Dupont for contaminating drinking water sources with PFAS, and these cases were consolidated into a single docket before the United States District Court for the District of South Carolina, commonly referred to as multi-district litigation cases ("MDL").

WHEREAS, notices were received for individual settlements with 3M (Case No. 2:23-cv-03147-RMG) and Dupont (Case No. 2:23-cv-03230), with both settlements being part of Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina; and

WHEREAS, the current settlement agreements are both Class Action settlements designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements, which are with two groups of Settling Defendants on behalf of:

(1) the 3M Company ("3M"); and

(2) E.I. Du Pont de Nemours and Company (n/k/a EIDP, Inc.), DuPont de Nemours Inc., The Chemours Company, The Chemours Company FC, LLC, and Corteva, Inc. (collectively, "DuPont");

WHEREAS, both of these settlements are designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements; and

WHEREAS, both of the proposed settlements are still subject to final approval by the MDL Judge, the Honorable Richard M. Gergel of the United States District Court for the District of South Carolina; and

WHEREAS, the proposed 3M settlement is divided into two categories: (1) phase one class members are public water systems with any detection of PFAS; and (2) phase two class members are public water systems that have not detected PFAS but which are conducting (or will conduct) PFAS testing under the EPA-required unregulated contaminant monitoring program, UCMR5; with both categories excluding transient public water systems or non-transient non-community public water systems that serve fewer than 3,300 people, and

WHEREAS, the proposed DuPont settlement amount is divided into two categories: (1) public water systems that draw or collect from any water source that has a detection of PFAS; and (2) public water

systems that are subject to the monitoring rules set forth in UCMR5 or are required under applicable federal or state law to test or otherwise analyze any of their water sources or the water they provide for PFAS before the UCMR5 deadline; with both categories including public water systems that have at least 15 service connections or regularly serve at least 25 individuals, including community water systems, non-transient non-community water systems, and transient non-community water systems, and

WHEREAS, under the terms of each settlement, Stoughton Utilities falls into the criteria set forth in the first category; and

WHEREAS, if the court approves the settlements as presented, the settlements will collectively provide $13.6 billing (3M: $12.500 billion, DuPont: $1.185 billion) in funding to address the companies' liability for public water systems affected by PFAS contamination in their drinking water; and

WHEREAS, Stoughton Utilities has previously completed baseline testing for PFAS and this prior testing has indicated that we would be a Phase One Qualifying Class Member unless it chooses to exclude ourselves from the settlement class; and

WHEREAS, Phase One Qualifying Class Members can make claims to recover some of the costs of addressing PFAS contamination in their drinking water systems; and

WHEREAS, Stoughton Utilities staff has used the Estimated Allocation Range Tables published by the Plaintiff's Executive Committee to calculate the PFAS score and adjusted flow rate used to determine an estimated allocation range, calculating a PFAS score of 2 and an adjusted flow rate falling between 1,000 and 1,500 gpm; and

WHEREAS, 3M and DuPont have proposed these settlement agreements in order to settle certain claims, remove themselves from this lawsuit, and prevent class members from suing in the future, and under the settlement agreements, every settlement class member who remains in the settlement agreement thereby agrees to "expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge" these companies from certain claims, including any claim related to PFAS in drinking water or the public water system that has arisen or may arise in the future; and

WHEREAS, if the City does not opt out, the City will have released these companies from liability and, therefore, cannot bring any lawsuit against either 3M or DuPont related to the claims resolved by the settlement agreements; and

WHEREAS, Stoughton Utilities has the option of opting-out of the settlement class, thereby not releasing any future claims related to the PFAS contamination of Stoughton's drinking water supply system, with the deadline to submit request for exclusion as class participants being December 4, 2023 (DuPont) and December 11, 2023 (3M); and

WHEREAS, following consultation with the Stoughton City Attorney, as well as discussions with the attorney representing the National Rural Water Association in its PFAS contamination lawsuit (and co-lead counsel for the plaintiffs in the master docket) and the attorney representing the Wisconsin Municipal Environmental Group Water Division (MEG-Water), it is staff's recommendation that Stoughton Utilities remain a member of the settlement class; and

WHEREAS, if Stoughton Utilities remains a member of the settlement class, staff will further recommend (at a later date) that any funds received from the settlement be set aside in a restricted water utility fund to be used for any future regulatory requirements for treatment of drinking water contamination that are currently unknown; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) be authorized and directed to take no action and remain a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote:** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____ _____

Mayor Timothy Swadley Date

Council Action: _____ ☐ **Override** **Vote:** _____

2. Minutes of the September 18, 2023 Regular Utilities Committee Meeting
3. Stoughton Utilities Payments Due List Report
4. Stoughton Utilities Financial Summary – June, July, and August 2023
5. Stoughton Utilities Statistical Report

Business:

1. Authorizing and directing the proper City official(s) to approve the Stoughton Utilities 2024 Budget and Five-Year (2024-2028) Capital Improvement Plan (CIP)

Discussion followed.

Status of the PSCW Electric Rate Application Filing: Staff provided the committee with an update on the electric rate application that was filed with the Public Service Commission of Wisconsin (PSCW) in February 2023. The PSCW has proposed a revised increase of 3.29%, or $548,393. The actual change to individual customers will vary based on class of service. If the application is approved by the PSCW as recommended by PSCW staff, the average residential customer using 689 kilowatt-hours (kWh) of electricity per month will see a monthly increase of approximately $2.79, or 3.1%.

A hearing on the application has been scheduled for Tuesday, November 28, 2023 at 10:00 a.m. The hearing will be held by virtual meeting with a physical meeting location in the Ed Malinowski Boardroom at the Stoughton Utilities Administration Office. Staff explained that the hearing time of 10:00 am was specified by the PSCW. Staff further explained that if approved by the PSCW, the effective date for the new rates is planned to be January 1, 2024.. Discussion followed.

Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873): *The chair moved this item ahead in the agenda. Although the agenda item was noted that it may move to closed session per State Statute 19.85(1)(g) to confer with legal counsel for the governmental, the committee did not convene in closed session.*

Stoughton Utilities staff informed the committee that in September 2023, Stoughton Utilities received notices of class action settlements regarding Aqueous Film Forming Foams Product Liability Litigation. Water utilities across the United States filed lawsuits against 3M and Dupont for contaminating drinking water sources with PFAS, and these lawsuits were consolidated into a single multi-district litigation cases (MDL) that resulted in two Class Action settlements designed to resolve claims for PFAS contamination in Public Water Systems' Drinking Water, as those terms are defined in the respective agreements.

Staff explained that Stoughton Utilities has previously completed baseline testing for PFAS and this prior testing has indicated that the utility would be a Phase One Qualifying Class Member unless it chooses to exclude itself from the settlement class. Phase One Qualifying Class Members can make claims to recover some of the costs of addressing PFAS contamination in their drinking water systems. An exact amount that would be received as part of the settlement class is not yet known, but the estimates currently published indicate a potential award of between $180,000-$200,000.

It was further explained that 3M and DuPont have proposed these settlement agreements in order to settle certain claims, remove themselves from this lawsuit, and prevent class members from suing in the future. Under the settlement agreements, every settlement class member who remains in the settlement agreement thereby agrees to "expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever release, waive, compromise, settle, and discharge" these companies from certain claims. This includes any claim related to PFAS in drinking water or the public water system that has arisen or may arise in the future. The release in both agreements is extremely comprehensive.

Stoughton Utilities has the option of opting-out of the settlement class, thereby not releasing any future claims related to the PFAS contamination of Stoughton's drinking water supply system.

If the City does not opt out, the City will have released these companies from liability and, therefore, cannot bring any lawsuit against either 3M or DuPont related to the claims resolved by the settlement agreements. It is staff's recommendation that Stoughton Utilities remain a member of the settlement class, which requires no action from the utility at this time.

Discussion followed. Attorney Rick Manthe of Stafford Rosenbaum, LLP, representing the Stoughton City Attorney, fielded questions from the committee and discussed the extent of the liability release, potential risks from remaining in or opting out of the settlements, what actions his firm has observed other municipalities take regarding the settlements, and more. When asked to provide a recommendation, Manthe stated that opinions within his firm are divided, and he would defer to staff's recommendation.

Motion by Hirsch, the motion seconded by Jensen, to approve taking no action and remaining a member of the settlement classes under Master Docket No. 2:18-MN-2873-RMG of the United States District Court for the District of South Carolina, and recommend the same to the Stoughton Common Council at their November 28, 2023 meeting. The motion carried 5 to 2, with Chenoweth and Payton voting No.

Presentation by WPPI Energy: *Leading with Purpose*: Stoughton Utilities staff introduced Ms. Valy Goepfrich, Vice President of Operations at WPPI Energy, who provided a presentation about general information and updates on WPPI Energy, including power supply, sustainability efforts, wholesale costs, industrywide challenges, and more. Discussion followed.

Scheduling of the Utilities Committee Regular Meeting in December: Stoughton Utilities staff informed the committee that a potential new business item had arisen in recent days and there may be a need for a meeting in December. It was recommended that the December regular meeting remain on the schedule for December 18, and a cancellation will be sent out closer to the meeting date if it is determined there is not a need to hold the meeting. Discussion followed. The committee took no action.

Utilities Committee Future Agenda Items: Stoughton Utilities staff informed the committee that a requested to release a utility easement will be presented at a December or January meeting, and February items will include the annual delinquent account write off list, presentation of the annual year in review report, and presentation of a publication to customers focused on rate education and transparency. The committee requested that additional discussions be held regarding the promotion of the Stoughton Utilities Choose Renewable program. Discussion followed

Adjournment: Being no further business before the committee, the chair adjourned the meeting at 7:24 p.m.

Respectfully submitted,

Brian R. Hoops
Stoughton Utilities Assistant Director

DRAFT