Council Meeting Packet

AGENDA
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 21, 2023 – 5:00 PM

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

PLEDGE OF ALLEGIANCE:

OPEN FORUM:
"An opportunity for members of the public to address the City Council on items not on the current Agenda. Items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate."

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Council Meeting" for the East Grand Forks, Minnesota City Council of November 7, 2023.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS:

2. Public hearing to consider granting a property tax abatement to the listed properties that qualified under the New Construction Housing program.

CONSENT AGENDA:
Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

3. Consider approving the lease agreement between the City of East Grand Forks and the Grand Forks/East Grand Forks Metropolitan Planning Organization for renting office space in the East Grand Forks City Hall for a two-year term.

4. Consider approving the lease agreement between the City of East Grand Forks and the Tri-County Community Corrections for renting office space in the East Grand Forks City Hall for a two-year term.

5. Consider adopting Resolution No. 23-11-72 authorizing special assessments totaling $25,404.75 assessed on Parcel 83.00114.18 for 20 years at 4.5%.

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

6. Consider approving the Special Event Application for the KC Pro West organization to hold the KC Pro West Youth Snowmobile Races on January 6th and 7th contingent upon the City receiving insurance for the event.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:

7. Regular meeting minutes of the Water, Light, Power, and Building Commission for November 1, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

8. Consider adopting Resolution No. 23-11-73 authorizing a tax abatement on the listed properties that qualified under the New Home Construction Program for 2023 that is payable in 2024.

9. Consider adopting Resolution No. 23-11-74 approving the encroachment agreement between the City of East Grand Forks and the Blue Moose based on the conditions listed in the agreement.

10. Consider adopting Resolution No. 23-11-75 approving the promotion of Nick Korynta to Corporal.

11. Consider approving the request to declare ammunition as surplus and authorize the sale of the ammunition to the East Grand Forks Police Officers.

12. Consider adopting Resolution No. 23-11-76 authorizing the City Attorney and City Staff to execute the required series of notices to opt-out of the Class Action Settlement for 3M and Dupont.

CLAIMS:

13. Consider adopting Resolution No. 23-11-77 authorizing the City of East Grand Forks to approve purchases from Border States Trophy the goods referenced in check number 41598 for a total of $16.00 whereas Council Member Riopelle is personally interested financially in the contract.

14. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

COUNCIL/STAFF REPORTS:

ADJOURN:

SEE NEXT PAGE FOR THE SPECIAL MEETING AGENDA

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

AGENDA
OF THE SPECIAL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 21, 2023 – FOLLOWING THE COUNCIL MEETING

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF QUORUM:

1. Discussion on 2024 Budget.

ADJOURN:

Upcoming Meeting

Work Session – Tuesday, November 28, 2023 – Training Room – 5:00 PM
Council Meeting – Tuesday, December 5, 2023 – Council Chambers – 6:00 PM
Work Session – Tuesday, December 12, 2023 – Training Room – 5:00 PM
Council Meeting – Tuesday, December 19, 2023 – Council Chambers – 5:00 PM

Individuals with disabilities, language barriers or other needs who plan to attend the meeting and will need special accommodations should contact Nancy Ellis, ADA Coordinator at (218)-773-2208. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements. Also, materials can be provided in alternative formats for people with disabilities or with limited English proficiency (LEP) by contacting the ADA Coordinator (218)-773-2208 five (5) days prior to the meeting.

UNAPPROVED MINUTES
OF THE COUNCIL MEETING
CITY OF EAST GRAND FORKS
TUESDAY, NOVEMBER 7, 2023 – 5:00 PM

CALL TO ORDER:

The Council Meeting of the East Grand Forks City Council for Tuesday, November 7, 2023 was called to order by Council President Olstad at 5:00 P.M.

CALL OF ROLL:

On a Call of Roll the following members of the East Grand Forks City Council were present: Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council Members Clarence Vetter, Ben Pokrzywinski, and Brian Larson.

Staff Present: Jeff Boushee, Fire Chief; Nancy Ellis, City Planner; Ron Galstad, City Attorney; Paul Gorte, Economic Development Director; Michael Hedlund, Police Chief, Charlotte Helgeson, Library Director; Reid Huttunen, City Administrator; Jeremy King, Parks and Recreation Superintendent; Keith Mykleseth, Water and Light General Manager; Megan Nelson, City Clerk; and Jason Stordahl, Public Works Director.

DETERMINATION OF QUORUM:

The Council President Determined a Quorum was present.

PLEDGE OF ALLEGIANCE:

SWEARING IN OF OFFICER RICHTER:

Chief Hedlund introduced Officer Richter, reviewed her experience in law enforcement, and administered the oath of office and the oath of honor which was followed by a round of applause.

OPEN FORUM:
President Olstad stated the open form was an opportunity for members of the public to address the City Council on items not on the current agenda and items requiring Council action maybe deferred to staff or Boards and Commissions for research and future Council Agendas if appropriate. He asked if anyone would like to address the City Council, please come up to the podium to do so. No one came forward.

APPROVAL OF MINUTES:

1. Consider approving the minutes of the "Council Meeting" for the East Grand Forks, Minnesota City Council of October 17, 2023.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE THE MINUTES OF THE "COUNCIL MEETING" FOR THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL OF OCTOBER 17, 2023.

Voting Aye: Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.
Voting Nay: None.
Absent: Peterson and Helms.

SCHEDULED BID LETTINGS: NONE

SCHEDULED PUBLIC HEARINGS: NONE

CONSENT AGENDA:
Items under the "Consent Agenda" will be adopted with one motion; however, council members may request individual items to be pulled from the consent agenda for discussion and action if they choose.

2. Consider approving the Exempt Gambling Permit Application for the Knights of Columbus 5341 to hold a raffle on June 24, 2024 at the Sacred Heart Catholic Church located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.

3. Consider approving the Fireworks/Pyrotechnic Permit Application to allow fireworks for the Hollydazzle event on November 19, 2023 from approximately 6:30pm to 7:10pm.

4. Consider approving the Exempt Gambling Permit Application for the East Grand Forks Home Run Club to hold a raffle on December 15, 2023 at the Spud Jr located at 302 Demers Ave East Grand Forks, MN 56721 and waive the 30-day waiting period.

5. Consider adopting Resolution No. 23-11-68 authorizing the City Administrator/Clerk Treasurer to certify the listed accounts for delinquent utilities to the County Auditor for collection with the 2024 real estate taxes.

6. Consider adopting Resolution No. 23-11-70 authorizing the City Administrator/Clerk-Treasurer to certify the listed account for mowing to the County Auditor for collection with the 2024 real estate taxes.

7. Consider adopting Resolution No. 23-11-71 authorizing the interest amount of $0.82 from special assessments to be waived in 2024 for the property owned by the Department of Natural Resources.

8. Consider approving the Exempt Gambling Permit Application for Sacred Heart to hold a raffle on 1/11/24 at the Sacred Heart Church and School located at 200 3rd St NW East Grand Forks, MN 56721 and waive the 30-day waiting period.

A MOTION WAS MADE BY COUNCIL MEMBER POKRZYWINSKI, SECONDED BY COUNCIL MEMBER VETTER, TO APPROVE ITEMS TWO (2) THROUGH EIGHT (8).

Voting Aye: Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.
Voting Nay: None.
Absent: Peterson and Helms.

ACKNOWLEDGE RECEIPT OF REPORTS OF OFFICERS, BOARDS, AND COMMISSIONS:

9. Regular meeting minutes of the Water, Light, Power, and Building Commission for October 4, 2023 and October 18, 2023.

10. City Financial Statements as of September 30, 2023.

COMMUNICATIONS: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

11. Consider authorizing the Fire Chief to sign a non-binding agreement with The Compliance Engine to provide services.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO AUTHORIZE THE FIRE CHIEF TO SIGN A NON-BINDING AGREEMENT WITH THE COMPLIANCE ENGINE TO PROVIDE SERVICES.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

12. Consider approving Addendum 4 for the Special Operations Joint Powers Agreement adding a member to the Special Operations Group from Norman County.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO APPROVE ADDENDUM 4 FOR THE SPECIAL OPERATIONS JOINT POWERS AGREEMENT ADDING A MEMBER TO THE SPECIAL OPERATIONS GROUP FROM NORMAN COUNTY.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

13. Consider adopting Resolution No. 23-11-67 granting Border City Development Zone tax credits pursuant to a Business Subsidy Agreement between the City of East Grand Forks and Delisle Properties LLC.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO ADOPT RESOLUTION NO. 23-11-67 GRANTING BORDER CITY DEVELOPMENT ZONE TAX CREDITS PURSUANT TO A BUSINESS SUBSIDY AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND DELISLE PROPERTIES LLC.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

14. Consider adopting Resolution No. 23-11-69 entering into Agreement 1053535 between the City and the Minnesota Department of Transportation for the signal system replacement project scheduled to take place at the 2nd Street NW and 4th Street NW intersections.

A MOTION WAS MADE BY COUNCIL MEMBER RIOPELLE, SECONDED BY COUNCIL MEMBER LARSON, TO ADOPT RESOLUTION NO. 23-11-69 ENTERING INTO AGREEMENT 1053535 BETWEEN THE CITY AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE SIGNAL SYSTEM REPLACEMENT PROJECT SCHEDULED TO TAKE PLACE AT THE 2ND STREET NW AND 4TH STREET NW INTERSECTIONS.

Council member Pokrzywinski asked if this was included in the budget. Mr. Huttunen said it was and would be paid for by the State Aid fund.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

15. Consider approving the Facility Use Agreement between the City of East Grand Forks and the FORX Builders Association for use of the Civic Center for the 2024 Home Design and Garden Show.

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER RIOPELLE, TO APPROVE THE FACILITY USE AGREEMENT BETWEEN THE CITY OF EAST GRAND FORKS AND THE FORX BUILDERS ASSOCIATION FOR USE OF THE CIVIC CENTER FOR THE 2024 HOME DESIGN AND GARDEN SHOW.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

CLAIMS:

16. Consider authorizing the City Administrator/Clerk-Treasurer to issue payment of recommended bills and payroll.

A MOTION WAS MADE BY COUNCIL MEMBER LARSON, SECONDED BY COUNCIL MEMBER VETTER, TO AUTHORIZE THE CITY ADMINISTRATOR/CLERK-TREASURER TO ISSUE PAYMENT OF RECOMMENDED BILLS AND PAYROLL.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

COUNCIL/STAFF REPORTS:

Mayor Gander informed everyone there was going to be an open house on November 14th from 3pm-6pm for the new Family Resource Center. He commented how he was glad there was going to be resources in the city for kids and young families and they would be coordinating with other agencies to let people know what was available. He added this group would be invited to the work session to talk about the center and the services available. He explained he would be participating in the 1883 speaker series that was being held at UND and would be the speaker on November 15th and hoped those hunting had a safe hunt.

Council Vice-President Riopelle offered his condolences to the family of Mr. Tim Johnson and was sorry he was unable to attend the service because of a meeting.

Council President Olstad said he would like to echo the comments and offer his condolences to the Johnson Family.

Mayor Gander commented that they would also like to offer condolences to Officer Scott Jordheim's family.

ADJOURN:

A MOTION WAS MADE BY COUNCIL MEMBER VETTER, SECONDED BY COUNCIL MEMBER LARSON, TO ADJOURN THE NOVEMBER 7, 2023 COUNCIL MEETING OF THE EAST GRAND FORKS, MINNESOTA CITY COUNCIL AT 5:10 P.M.

Voting Aye: *Larson, Vetter, Pokrzywinski, Riopelle, and Olstad.*
Voting Nay: *None.*
Absent: *Peterson and Helms.*

_____

Megan Nelson, City Clerk

NOTICE OF PUBLIC HEARING

The City of East Grand Forks has scheduled a public hearing to consider granting a property tax rebate (abatement) for under the New Construction Housing Projects program. Each eligible property may receive a rebate for two years during calendar years 2021-2026 inclusive. For 2024 eligible properties include the following parcels:

83.04485.00	83.04504.00	83.04490.00	83.04274.00
83.04056.00	83.04275.00	83.04115.00	83.04515.00
83.04271.00	83.04402.00	83.04108.00	83.04116.00
83.03215.00	83.04059.00	83.04107.00	

Approximately 15 newly eligible properties will receive the rebate during each calendar year. The estimated total value of the abatement is $41,313.44 for the City and $70,571.67 for all participating jurisdictions. The public hearing will be held on **Tuesday, November 21, 2023**, at 5:00 p.m. in the East Grand Forks City Hall Council Chambers (second floor) located at 600 DeMers Avenue NW, East Grand Forks, Minnesota.

Reid Huttunen
City Administrator
City of East Grand Forks
Published Nov 1st 2023

Request for Council Action

Date: November 14, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council members Clarence Vetter, Ben Pokrzywinski, Tim Riopelle, Dale Helms, Mark Olstad, Brian Larson, and Karen Peterson.

Cc: File

From: Nancy Ellis, Community Development Director

RE: Lease agreements at City Hall for MPO and Probation

STAFF REQUEST:

Staff is asking that you review the lease agreement for the GF-EGF MPO and Polk County Probations, and possibly approve a two-year lease agreement. The City Council should consider the proposed higher negotiated rents to match increases in utilities, repairs, and maintenance. Once approved, it will go to the MPO and Probation Boards for their approval; or to come back to the Council to negotiate.

BACKGROUND:

Currently, the MPO leases 776 sq ft of office space at on the 2nd Floor East Wing for $13.45 per square foot or $9961.20 ($10437.20 + $300 storage), based on the CPI Index. Probation leases 1223 sq ft of office space on the 1st Floor East Wing for $10.80 per square foot or $13208.40 per year.

I propose the following: 1) The MPO will receive a modest increase, going to $13.50/sqft; as they are at current commercial rental costs. 2) TCCC rent would be a $.50/sq ft increase each year ($11.30 in 2024 and $11.80 in 2025) or approximately a 4.5% increase per year. 3) I recommend a two-year lease agreement.

City of East Grand Forks Lease Agreement

Whereas, the GF/EGF MPO wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes the GF/EGF MPO would provide other positive contributing factors to the City by locating their office at the City Hall building.

Now, therefore, for valuable consideration, the City and GF/EGF MPO agree as follows:

The City will:

1. Provide to GF/EGF MPO an approximately 776 sq. ft. of office space, currently labeled Rooms E212, E213, E214. This has been discussed with and agreed to by the City Administrator.

2. Permit security access outside regular City working hours.

3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.

4. Allow GF/EGF MPO to have an identity sign, etc. on the premises, the size and location to be approved by the City.

5. Provide use of other customary City Hall service areas for GF/EGF MPO employees, such as the employee lunchroom, restrooms, etc.

6. Provide current janitorial services to the areas proposed to be used by GF/EGF MPO in the same manner as the City receives, including removal of regular trash and recycling products. GF/EGF MPO will pay for any special fees for disposal of computers, or the like.

7. Allow existing parking areas to be used by GF/EGF MPO employees and visitors.

8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.

9. Provide fire and general liability insurance on the building.

10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

   $6.75 per phone per month $6.75 X ____no. of phones = $ 27.00_____/month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

   $10.00 per device per month $10.00 X ____no. of devices = $_50.00____/month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

   $0.25 per GB reserved per month $0.25 X __300__no. of GB = $__75.00__/month

4. Desktop support and other technology services. This is charged at a labor rate of $47.00/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of $70.50/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

GF/EGF MPO Will:

1. Make all leasehold improvements to the existing "area" at their expense and in a manner that is approved by the City.

2. Pay the City rent at the negotiated terms of $13.50 base rate per square foot for 2024 and 2025**. ($10476.00 per year + $300 for storage = $10776.00)**

3. Pay the City rent, on the 1st of each month _____or at a negotiated time, such as quarterly __X___. **(2023 - $2694 quarterly)**

4. Pay for any costs associated with additional access/security improvements as it or the City desires.

5. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.

6. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City's insurers by reason of presence.

7. Not make any permanent improvements or changes to the area without prior City approval.

8. Limited storage may be offered in an area to be determined by the City for **$25** per month.

Duration and Termination

(1) This agreement shall be for a period through 2025 and may be continued thereafter on terms acceptable to both parties.

(2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

Company/Organization _____

Dated: _____ By_____

By_____

CITY OF EAST GRAND FORKS

Dated: _____ By_____
Its Mayor

By_____
Its City Administrator

Space Available in City Hall

1st Floor

E112	363.00 sq.ft.	(33’ X 11’)
E113	207.00 sq. ft.	(11.5’ X 18’)
E114	453.75 sq. ft.	(33’ X 13’10”)
TOTAL	**1023.75 sq.ft.**	

W118	810.00 sq.ft.	(45’ X 18’)
W128	238.00 sq. ft.	(17’ X 14’)
W129	396.00 sq. ft.	(16.5’ X 24’)
W130	231.00 sq.ft.	(16.6’ X 14’)
TOTAL	**1675 sq. ft.**	

2nd Floor

E212	231.65 sq.ft.	(13’10” X 16’8”)
E213	198.00 sq.ft.	(12’ X 16’8”)
E214	346.50 sq.ft.	(24’10” X 14’)
TOTAL	**776.00 sq.ft.**	

W230	198.00 sq.ft.	(12’ X 16.5’)
TOTAL	**198.00 sq. ft.**	

City of East Grand Forks Lease Agreement

Whereas, Tri-County Community Corrections (TCCC) wishes to lease space from the City of East Grand Forks; and

Whereas, the City currently has available space in its City Hall building; and

Whereas, the City believes Tri-County Community Corrections would provide other positive contributing factors to City by locating their office at the East Grand Forks City Hall .

Now, therefore, for valuable consideration, the City and Tri-County Community Corrections agree as follows:

The City will:

1. Provide to Tri-County Community Corrections an approximately 1223sq.ft. of office space, currently labeled Rooms E112, E113 and E114, E119 This has been discussed with and agreed to by the City Administrator and City Council

2. Permit security access outside regular City working hours.

3. Provide reasonable access to use the City Council Chambers or a conference room on an as needed basis, but only when such use does not conflict with the City's need for such space, and all conflicts will be resolved by the City.

4. Allow Tri-County Community Corrections to have an identity sign, etc. on the premises, the size and location to be approved by the City.

5. Provide use of other customary City Hall service areas for Tri-County Community Corrections employees, such as the employee lunchroom, restrooms, etc.

6. Provide current janitorial services to the areas proposed to be used by Tri-County Community Corrections in the same manner as the City receives, including removal of regular trash and recycling products. TCCC will pay for any special fees for disposal of computers, or the like.

7. Allow existing parking areas to be used by TCCC employees and visitors.

8. Provide electric, heating/cooling, water and sanitary sewer at no additional cost.

9. Provide fire and general liability insurance on the building.

10. Provide Communication services, phone, network access, GB data storage; and IT desktop support and technical services at the following prices: (See Page 2)

Charges for Phone service, Network Access, Data Storage and IT Support

1. Phone Service. This includes basic IP phone station; DID number; voicemail; call transfer/forward/waiting; routine service requests such as ring group changes, number of rings to voice mail, voice mail password reset, etc. Any requests requiring in depth planning or engineering will be charged on a time and material basis (see support service charges).

   $6.75 per phone per month $6.75 X ____no. of phones = $_____/month

2. Network Access. Provides access to department VLAN or EGF Metro Area Network, Internet access with multiple circuit redundancy, firewall services, Active Directory authentication service (includes basic service requests for password resets, add/remove users, change user groups) and security services. This does not include phone stations subscribing to EGF phone service (see above).

   $10.00 per device per month $10.00 X ____no. of devices = $_____/month

3. Data Storage. Provides a dedicated data store attached to the Metro Area Network with data replicated in two geographically separated locations, nightly backups and archives stored at 3 locations. Data recovery from backups will be billed at time and material rates (see support service charges).

   $0.25 per GB reserved per month $0.25 X ____no. of GB = $_____/month

4. Desktop support and other technology services. This is charged at a labor rate of $47.00/hour during normal working hours: Monday – Friday, 8:00am to 4:00pm on non-holidays. Billed in half-hour increments plus actual material and outside resource expenses incurred. Anything outside of normal working hours, considered after hours calls, or on holidays will be charged at the labor rate of $70.50/hour and will be a 3 hour minimum charge plus actual material and outside resource expenses incurred.

TCCC_____ Will:

1. Make all leasehold improvements to the existing "area" at their expense and in a manner that is approved by the City.

2. Pay the City rent at the negotiated terms of $_11.30_ base rate per square foot or $_13819.90_ per year for 2024. Pay the City rent at the negotiated terms of $_11.80_ base rate per square foot or $_14431.40_ per year for 2025.

3.

4. Pay the City rent, on the 1st of each month _____or at a negotiated time, such as quarterly __X___.

5. Pay for any costs associated with additional access/security improvements as it or the City desires.

6. Furnish its own computer system; however, the City will provide internet connections only. The City currently has an agreement with Water & Light Department for IT services.

7. Maintain a certificate of insurance as required by the East Grand Forks City Attorney to cover its employees, liability, and personal property, and pay any additional premium required by the City's insurers by reason of presence.

8. Not make any permanent improvements or changes to the area without prior City approval.

9. Limited storage may be offered in an area to be determined by the City.

Duration and Termination

(1) This agreement shall be for a period through __December 2025__, and may be continued thereafter on terms acceptable to both parties.

(2) Either party shall have the right to terminate this agreement upon written 90-day notice to the other party.

Company/Organization _____

Dated: _____ By_____

By_____

CITY OF EAST GRAND FORKS

Dated: _____ By_____
Its Mayor

By_____
Its City Administrator

Space Available in City Hall

1st Floor

E112	363.00 sq.ft.	(33' X 11')
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E119	200.00 sq. ft.	
TOTAL	**1223.75 sq.ft.**	

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W128	238.00 sq. ft.	(17' X 14')
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TOTAL	**1675 sq. ft.**	

2nd Floor

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TOTAL	**776.00 sq.ft.**	

W230	198.00 sq.ft.	(12' X 16.5')
TOTAL	**198.00 sq. ft.**	

Request for Council Action

Date: 11/17/23

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office

RE: Applying Deferred Special Assessments for Parcel 83.00114.18

In 2021 the residents living along Sawgrass Court petitioned the Council to have their street paved. The project was completed and the final assessment roll was adopted in February of 2022. The special assessment information was submitted to Polk County at the end of 2022 to be added to the 2023 property tax statement.

One of the properties, Parcel 83.0114.18, was still owned by the City so the special assessments for that property were deferred. The property was sold in June of 2023 so the special assessments need to be submitted to Polk County to be added to the 2024 property tax statement so a resolution has been drafted to complete that process.

RESOLUTION NO. 23 – 11- 72

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the 2021 Assessment Job No. 1 for Street Improvements to Sawgrass Court was completed at the end of 2021; and

WHEREAS, the final assessment roll was adopted by the City Council on February 15, 2022; and

WHEREAS, the assessment terms for the project were set for 20 years at 4.5%; and

WHEREAS, the assessment roll was submitted to Polk County to be added to the property tax statements starting in 2023 except the special assessments were deferred for Parcel 83.00114.18 because it was owned by the city; and

WHEREAS, that property has now been sold to a developer in June 2023 so the special assessment should be assessed on the property;

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council hereby authorizes special assessments totaling $25,404.75 be assessed on Parcel 83.00114.18 over a 20 year period at a 4.5% interest rate starting in 2024.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 21, 2023

Attest:

_____ _____

City Administrator/Clerk-Treasurer Council President

I hereby approve the foregoing resolution this 21st day of November, 2023.

_____

Mayor

Request for Council Action

Date: 11/17/23

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Administration Office

RE: Special Event Application for Youth Snowmobile Races

The City has received a special event application from KC Pro West who have hosted youth snowmobile races for the last few years. They are looking to host another youth race event the weekend of January 6th and 7th. No assistance is being asked from the City. They will be utilizing the same location as previous years.

Recommendation:
Approve the special event application for KC Pro West organization to hold the KC Pro West Youth Snowmobile Race.

Megan Nelson

From: noreply@civicplus.com
Sent: Tuesday, November 7, 2023 8:58 PM
To: Megan Nelson; City Administration
Subject: [EXTERNAL]Online Form Submittal: Special Event Application

WARNING - this email is originated from outside the City of East Grand Forks email system. Do not click any link and do not open attachments unless you can confirm the sender.

Special Event Application

Please Submit 60 Days Prior to Event

This application and supporting information must be turned in 60 days prior to the event.

Organization Name	KC PRO WEST
Phone Number	2188431070
Address1	5611 157TH AVE NE
Email Address	coreyg79@hotmail.com
City	ARDOCH
State	ND
Zip	58261
Applicant Name/Contact Person	Corey Grochowski
Email Address	coreyg79@hotmail.com
Phone Number	2188431070
Second Contact Person	Corey Grochowski
Email Address	coreyg79@hotmail.com
Phone Number	2188431070

(Section Break)

Special Event Information

All applications will be reviewed by staff. Depending on the type of event, ***staff may come back with additional requirements and cost estimates*** *for the event such as a security plan, medical plan, traffic plan, etc and will be based on what is required for the event to take place.*

A clean up deposit may also be required and if the City does not need to take care of any of the clean up, the deposit will be returned once everything has been completed.

Event Title	KC PRO EGF RACE
Type of Event	Other
Date(s) and Time of Event	1/6/2024 9:00 AM - 1/7/2024 5:00 PM
Description/Narrative of the Event	KC Pro West youth racing organization is requesting to host another race in the same location as previous years near the LaFave Park/ boat landing. We are expecting an estimated amount of 60-70 children racing along with their families as spectators. This has been very successful in the past with excellent feedback with the amenities that East Grand Forks has to offer. We are asking that we have a couple days prior to the event to build the racing track. Our organization will take care of all cleanup after this event.

(Section Break)

Event Site Plan/Map	KC Pro Race .pdf

(Section Break)

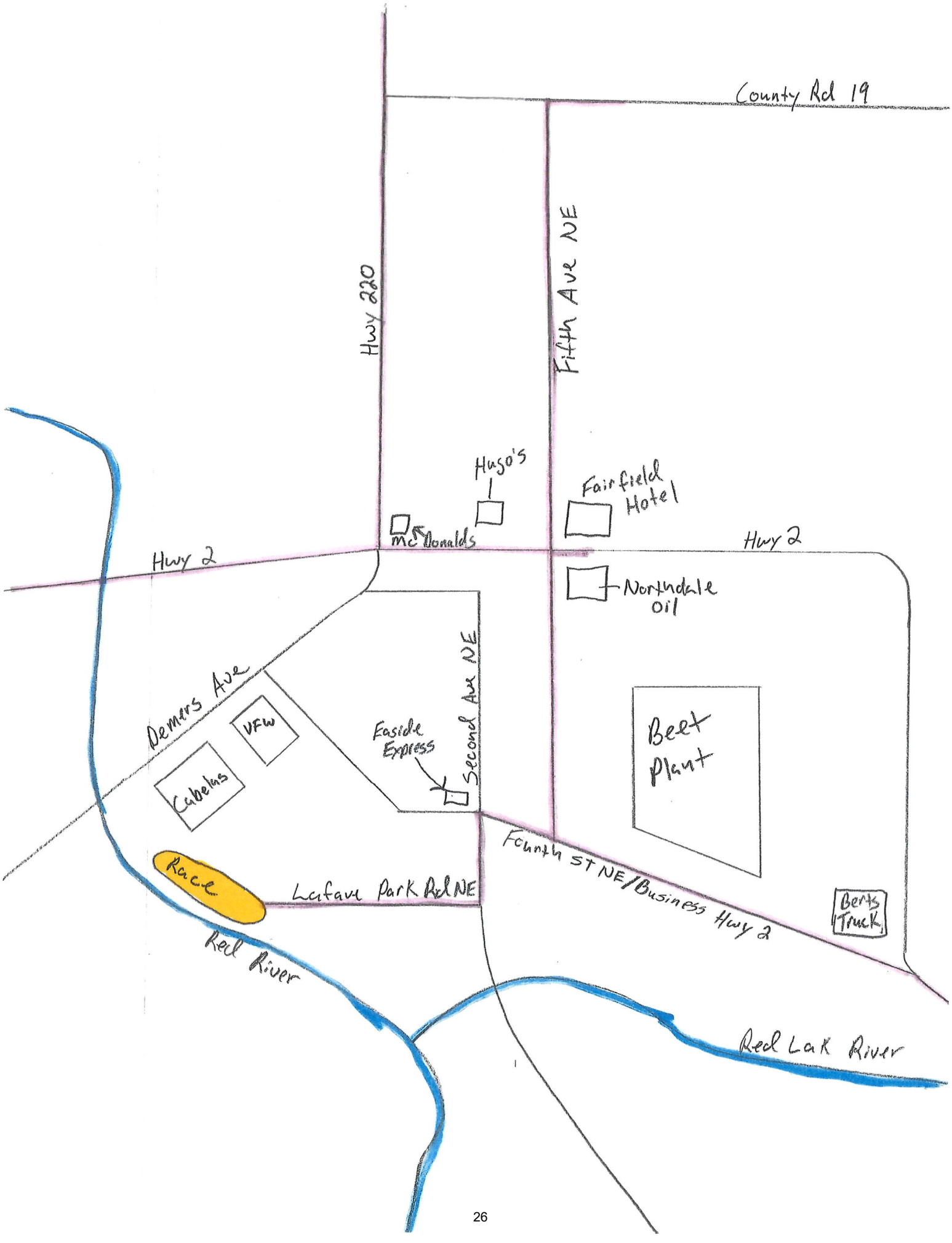
Power & Water Requests

All power and water requests must go through and be approved by the Water and Light Commission. ***The Water and Light Commission may charge for labor and materials for event related activities.*** *Contact the Distribution Superintendent by calling (218) 773-0515 between 8am and 4:30pm or email alldsc@egf.mn for further instructions.*

(Section Break)

River Access	No
If yes, complete the form	The Polk County Boat & Water Event Permit Application

(Section Break)


County Rd 19
Hwy 220
Fifth Ave NE
Hugo's
McDonalds
Fairfield Hotel
Hwy 2
Hwy 2
Northdale Oil
Second Ave NE
Demers Ave
VFW
Easide Express
Cabelas
Beet Plant
Race
Lafave Park Rd NE
Fourth ST NE/Business Hwy 2
Berts Truck
Red River
Red Lak River

Minutes of the regular meeting of the Water, Light, Power and Building Commission of the City of East Grand Forks, Minnesota held on November 1, 2023, at 8:00 am in the City Council Chambers.
Present: Quirk, Grinde, Beauchamp, Riopelle
Absent:

Also present: Ron Galstad, Keith Mykleseth, Brian Johnson, Todd Grabanski, Todd Forster, Brianna Feil, Jordan Midgarden, Corey Thompson, Karla Anderson, Tyler Tretter

It was moved by Commissioner Beauchamp supported by Commissioner Grinde to approve the minutes of the previous regular meeting held on October 18, 2023.
Voting Aye: Quirk, Grinde, Beauchamp, Riopelle
Voting Nay: None

It was moved by Commissioner Grinde supported by Commissioner Beauchamp to authorize the Secretary to issue payment of the recommended bills and payroll in the amount of $312,412.93.
Voting Aye: Quirk, Grinde, Beauchamp, Riopelle
Voting Nay: None

It was moved by Commissioner Beauchamp supported by Commissioner Grinde to authorize Widseth to begin assembly of the 2024 Miscellaneous Electrical Distribution Construction Project Plans and Specifications.
Voting Aye: Quirk, Grinde, Beauchamp, Riopelle
Voting Nay: None

It was moved by Commissioner Grinde supported by Commissioner Beauchamp to authorize Widseth to begin assembly of the 2024 Electrical Equipment and Materials Specifications.
Voting Aye: Quirk, Grinde, Beauchamp, Riopelle
Voting Nay: None

It was moved by Commissioner Grinde supported by Commissioner Beauchamp to adjourn at 8:24 am to the next regular meeting on November 15, 2023, at 8:00 am to be held in the City Council Chambers.
Voting Aye: Quirk, Grinde, Beauchamp, Riopelle
Voting Nay: None

Kristen Shipes
Commission Secretary

Request for Council Action

Date: November 21, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Economic Development Director

RE: 2023 Residential Property Tax Abatements

The annual public hearing for the residential property tax abatement program is tonight. Approval of the request would rebate the property taxes paid in 2023. The incentive is a joint activity of the City, County, and School District. Below is a table comparing the 2022 and 2023 tax abatements.

Tax Payment Year	Budget Year	City	County	School District	Total
2022	2023 (13 properties)	$27,665.38	$17,063.56	$3,729.95	$48,458.89
2023	2024 (15 properties)	$41,313.44	$23,758.08	$5,500.15	$70,571.67

Recommendation: Approval of the 2023 property tax abatements.

RESOLUTION NO. 23 – 11 - 73

RESOLUTION TO AUTHORIZE A TWO YEAR TAX REBATE FOR NEWLY CONSTRUCTED HOMES READY FOR OCCUPANCY THROUGH 2023.

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, Minnesota Statutes 469.1812 through 469.1815 authorize Property Tax Abatement for Community Development purposes and,

WHEREAS, the City of East Grand Forks desires to authorize a two (2) year Tax Rebate for New Home Construction for home completed and ready for occupancy on or before December 31, 2023, in cooperation with Polk County and Independent School District 595.

THEREFORE, BE IT RESOLVED, the East Grand Forks City Council does authorize a Housing Incentive Tax Abatement with the following parameters required for participation:

1. The three primary tax authorities, City, County, and School District, are all participating in the incentive program.
2. The program would apply to new residential construction only. New residential construction shall include modular homes and stick built homes.
3. The program would apply to owner occupied single-family dwellings, including town homes and twin homes, ready for occupancy through the year 2023.
4. The abatement of real property taxes would be for two years, being the first two years where payment of taxes is based upon the full value of the new dwelling.
5. The city shall be responsible to notify the county of which properties are in the program at the time the real property is acquired and arrange for the proper hearing(s) as required by law.
6. The City Council approves the a tax abatement on the following properties for 2023 which will be payable in 2024:

83.04485.00	83.04056.00	83.04271.00	83.03215.00
83.04504.00	83.04275.00	83.04402.00	83.04059.00
83.04490.00	83.04115.00	83.04108.00	83.04107.00
83.04274.00	83.04515.00	83.04116.00	

Voting Aye:
Voting Nay:
Absent:

The President declared the Resolution passed.

Passed: November 21, 2023

Attest:

_____ _____

City Administrator/Clerk Treasurer President of Council

I hereby approve the foregoing resolution that was adopted on 21st day of November, 2023.

_____

Mayor

RESOLUTION NO. 23 – 11 - 74

WHEREAS, the Blue Moose replaced the HVAC system for the Blue Moose Bar and Grill located at 507 2nd St NW;

WHEREAS, the HVAC system will encroach on the property owned by the City because the system could not be reasonably or cost effectively be placed on the roof of the Blue Moose; and

WHEREAS, the City Council has determined it in the best interest to grant the encroachment; and

NOW, THEREFORE BE IT RESOLVED the City Council of East Grand Forks does agree to grant the encroachment to the Blue Moose based on the conditions listed in the encroachment agreement.

Voting Aye:
Voting Nay:
Absent:

The President declared the Resolution passed.

Passed: November 21, 2023

Attest:

_____ _____

City Administrator/Clerk Treasurer President of Council

I hereby approve the foregoing resolution that was adopted on 21st day of November, 2023.

_____

Mayor

EASEMENT FOR ENCROACHMENTS ON BOUNDARY LINES

THIS AGREEMENT made the _____ day of _____, 2023, between East River's Edge Corporation, 507 2nd St SW, East Grand Forks, MN 56721 (hereinafter "Blue Moose") party of the first part and City of East Grand Forks, Minnesota, party of the second part (Hereinafter the "City").

WHEREAS, the Blue Moose is replacing the HVAC system for the Blue Moose Bar and Grill located at the above address in the City of East Grand Forks, Polk County, Minnesota;

WHEREAS, the HVAC system will encroach on property of the party of the City; and

WHEREAS, the party of the City is a municipality and owns the parcel of land adjacent to the Blue Moose in Polk County Minnesota legally described as follows:

> The Northwesterly Twenty (20) feet of Lot Seventeen (17), Block Two (2), E.B. Frederick's Addition to East Grand Forks, Minnesota.
>
> Parcel No.: 83.00816.00

WHEREAS, the party of the Blue Moose owns the parcel of land adjacent to the City parcel legally described in part as follows:

> Ten (10) Feet southeasterly and parallel with the southeasterly line of Lot Eighteen (18), Block Two (2), E.B. Frederick's Addition to East Grand Forks, Minnesota.
>
> Parcel No.: 83.00816.01

WHEREAS, it has also been determined that Blue Moose has encroachments attached to the building and protective cement pylons that are encroaching and located on the City property; and

WHEREAS, due to the size and weight of the HVAC system replacement cannot reasonably, or cost effectively, be replaced on the roof of the Blue Moose; and

WHEREAS, the City is supportive of the needs of the business community; and

WHEREAS, the City Council has determined it in the best interest of the City to support the Blue Moose's request and to grant this encroachment easement to help effectuate the current HVAC replacement project.

WHEREAS, the City Council through resolution _____ grants the encroachment easement over and across the city property as described for the purpose described; and

IT IS AGREED as follows:

1. That the City shall by this agreement grant the encroachment of the cement protective pylons and other equipment currently located on or encroaching on the property or the boundary line of the City property; and

2. The Blue Moose affirms that the current encroachments exist, and they are located on or encroaching upon the City property; and

3. The City agrees that the Blue Moose may, without further license on their part, continue to use and enjoy all that portion of the said land of the City with the current encroachments and the newly installed HVAC encroachment within the parcel as indicated on the Certificate of Survey attached as Exhibit "A"; and

4. That if the HVAC system or other Blue Moose encroachments on the city property inhibit the City's use or access to the property, the Blue Moose, or it's successors or assigns with, at a maximum of a two-day notice, will unhook and remove, and reinstall the unit once the situation allows at the sole expense of the Blue Moose; and

5. That the Blue Moose acknowledges that the easement area is used by the City to access the City's flood protection system during high water events and emergency situations; and

6. That the City will make all reasonable efforts not to harm or damage the HVAC equipment, however if the HVAC system is damaged by the city's use of the easement the Blue Moose will hold the City harmless for any resulting damage; and

7. The burden and benefit of this agreement are intended, so far as may be, to attach and run with the said premises of the party of the City. Further, said easement shall be perpetual; however, should the existing structure be removed or the need for the easement no longer exists, this easement shall terminate with no further action of the City, and if the structure is rebuilt or replaced, the encroachment shall be removed, and the new structure shall be placed entirely on the property of the party of the Blue Moose.

DATED this _____ day of _____, 2023.

_____
Patrick Boppre

_____
Nathan Sheppard

The foregoing instrument was acknowledged before me this ____ day of_____ _____, 2023, by Patrick Boppre and Nathan Sheppard.

_____
Notary Public
My Commission Expires: _____

DATED this _____ day of_____, 2023.

CITY OF EAST GRAND FORKS

_____
Reid Huttunen, City Administrator

_____
Steven Gander, Mayor

The foregoing instrument was acknowledged before me this ____ day of _____ _____, 2023, by Reid Huttunen, City Administrator and Mayor Steven Gander respectively on behalf of the City of East Grand Forks, Minnesota.

_____
Notary Public
My Commission Expires: _____

(EASEMENT FOR ENCROACHMENTS)

CERTIFICATE OF SURVEY

LOT 17, BLOCK 2, E.B. FREDRICKS ADDITION,
EAST GRAND FORKS, MINNESOTA

Property owned by the Blue Moose per Doc. No. 564113.

Property owned by the City of East Grand Forks per Doc. No. 562863

0 15 30

SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON NAD 83 NORTH DAKOTA NORTH (CITY OF EAST GRAND FORKS) COORDINATE SYSTEM

LEGEND

- BOUNDARY LINE
- LOT LINE
- CHAINLINK FENCE
- AC — AC UNIT
- GUARD POST

DATE:	AUGUST 30, 2023
SCALE:	AS SHOWN
DRAWN BY:	C.W.M.
CHECKED BY:	C.W.M.
FILE NUMBER:	2023-10061

PREPARED FOR: CITY OF EAST GRAND FORKS

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

COURTNEY W. MOORE DATE: 8-30-2023 LIC. NO. 57083

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

Request for Council Action

Date: November 6, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Michael S. Hedlund – Chief of Police

RE: Request Promote Officer Nick Korynta to the Rank of Corporal

History: In July 2023 the East Grand Forks City Council authorized the EGFPD to conduct a promotional process for the rank of Police Corporal. Our Department conducted that process and established a promotional roster and Off. Nick Korynta finished at the top of that roster. Our Department has also been moving toward the assignment of a new Task Force Officer with the Pine to Prairie Drug Task Force. Cpl. Nick Anderson has been selected for the Task Force Officer position and will be transitioning to that position on November 30, 2023. His assignment change creates an opening for a corporal in our Patrol Division. We are requesting that Council approve the promotion od Nick Korynta to Corporal effective on December 11, 2023.

Financial Impact: This position is in the EGFPD 2023 Budget and the proposed 2024 budget.

Recommendations: That the EGF City Council authorize the promotion of Officer Nick Korynta to the rank of Corporal for the EGFPD.

Enclosures: None

RESOLUTION NO. 23 – 11 - 75

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks has an internal opening for position of "Corporal", and

WHEREAS, applications were reviewed by the Civil Service Commission and qualified candidates were interviewed by City Staff; and

WHEREAS, City Staff has recommended the promotion of Nick Korynta to Corporal, and

NOW, THEREFORE, BE IT RESOLVED the City Council of East Grand Forks approves the promotion of Nick Korynta to the Corporal position and based on the 2023 labor contract will be placed on the appropriate grade and step on the compensation plan that is at least 4% above his current compensation not to exceed senior members of the promoted classification.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 21, 2023

Attest:

_____ _____
City Administrator/Clerk-Treasurer President of Council

I hereby approve the foregoing resolution this 21st day of November, 2023.

_____
Mayor

Request for Council Action

Date: November 3, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From:

RE: Request to Declare Ammunition as Surplus Property

Background: The East Grand Forks Police Department switched from .40 cal. handguns to 9mm handguns in 2023. We had a significant amount of .40 cal. ammo that we were able to trade for 9mm ammo but the company would only accept full cases. This resulted in our department having a small amount of .40 cal. ammunition left over. We currently have eight boxes of Federal Premium Law Enforcement .40 cal. 180 grain cartridges (this was our duty ammo) and five boxes of Federal American Eagle .40 cal. 180 grain cartridges (this was our practice ammo) as well as approx.. 300-400 loose, mixed style .40 cal. cartridges. Per www.bulkmunitions.com, the bulk rate (20 boxes per case) for the American Eagle ammo is $18.95 per box and the Federal Premium is $34.95 per box. This ammo has no value to our department and the retailer will not accept the partial cases (or the loose ammo). I am requesting that the City Council declare this ammo as surplus property and allow EGFPD officers to purchase this ammo for personal use at the following rates: Federal Premium ammo - $30 per box. Federal American Eagle - $15 per box. Mixed loose ammo - $20 per 50 rounds (the equivalent of one box). I would do a sign-up sheet and we would do a drawing to determine who could buy the ammo if that is necessary (i.e. more people interested than ammo available)

Recommendation: Declare the above-listed ammunition as surplus property and authorize the selling of the ammo to EGFPD officers at the listed price.

Budgetary Impact: This is ammunition that has previously been paid for, has no usable purpose for the department and we are not able to return. This sale would bring in approx. $400 to the city, depending on the actual number of loose rounds.

Enclosures: None.

Request for Council Action

Date: November 21, 2023

To: East Grand Forks City Council Mayor Steve Gander, Council President Mark Olstad, Council Vice-President Tim Riopelle, Council members Clarence Vetter, Ben Pokrzywinski, Dale Helms, Brian Larson, and Karen Peterson.

Cc: File

From: Reid Huttunen, City Administrator
Ron Galstad, City Attorney

RE: Authorize City Attorney and City Staff to opt out of 3M and Dupont Class Action Settlement

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Background:
The City of East Grand Forks through the Water, Light and Building Commission received 3M and Dupont Class Action Settlements. (Hereinafter "W & L") This was sent to 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 all active public water systems that do not have one or more Impacted Water Sources as of June 22,2023 and are required to test for certain PFAS under UCMR-5 and serve more than 3,000 people.

In addition to our W&L, the City of East Grand Forks, through our Wastewater and Stormwater is also included in this Class Action Settlement.

The State conducted PFAS testing of the City's water system as a part of its monitoring project on 11/2/2022 and 1/9/2023. There were trace detections which were under the Department of Health's risk guidelines. See attached report.

W & L staff and City Attorney Galstad is recommending, at this time, to opt out of the settlement. There are many unknowns regarding the aqueous film-forming foams. Municipalities who accept PFAS need to be recognized as the recipient of the PFAS material, not the generator of it.

Please see attached Attorney Report for full detail of the settlement and opt-out recommendation.

Recommendation:
Authorize City Attorney Galstad and appropriate city staff to submit opt-out forms for the 3M and Dupont Class Action Settlement ahead of their respective deadlines.

Enclosures:
- Resolution
- Attorney Report submitted by Ron Galstad, City Attorney
- Dupont Settlement agreement

- 3M Settlement Agreement
- 3M Long Form Notice
- DuPont Long Form notice
- MDH PFAS report

RESOLUTION NO. 23 – 11- 76

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

WHEREAS, the City of East Grand Forks and its Water, Light, and Building Commission received 3M and DuPont Class Action Settlements regarding Perfluoroalkyl Substances (PFAS) in its public water systems; and

WHEREAS, Class Representatives have alleged the presence of PFAS at elevated levels in Public Water Systems (Drinking Water and Wastewater) can be harmful to the public; and

WHEREAS, through sampling conducted by the State of Minnesota Department of Health, it has been determined that PFAS was detected in its water system, but the limits of PFAS in the source water did not exceed State and Federal limits and did not pose a health risk; and

WHEREAS, City Attorney Galstad and City Staff are recommending the City opt-out of the Class Action Settlements with 3M and DuPont; and

WHEREAS, by opting-out of the Class Action Settlement, the City preserves litigation rights for future lawsuits related to PFAS; and

NOW, THEREFORE, BE IT HEREBY RESOLVED the City Council hereby authorizes the City Attorney and City Staff to execute the required series of notices to opt-out of the Class Action Settlement for 3M and DuPont, in advance of the settlements advertised deadlines.

Voting Aye:
Voting Nay:
Absent:

The President declared the resolution passed.

Passed: November 21, 2023

Attest:

_____ _____
City Administrator/Clerk-Treasurer Council President

I hereby approve the foregoing resolution this 21st day of November, 2023.

_____
Mayor

ATTORNEY REPORT

Staff Recommended Action: 1) Class Action Settlement of 3M and Dupont opt out of the settlements.

BACKGROUND:

The City of East Grand Forks through the Water, Light and Building Commission received 3M and Dupont Class Action Settlements. (Hereinafter "W & L") This was sent to 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 all active public water systems that do not have one or more Impacted Water Sources as of June 22,2023 and are required to test for certain PFAS under UCMR-5 and serve more than 3,000 people.

The State conducted PFAS testing of the City's water system as a part of its monitoring project on 11/2/2022 and 1/9/2023. There were trace detections which were under the Department of Health's risk guidelines. See attached report.

The W & L staff is recommending, at this time, to opt out of the settlement. There are many unknowns regarding the aqueous film-forming foams. Municipalities who accept PFAS need to be recognized as the recipient of the PFAS material, not the generator of it.

In connection with the class action settlements, there are two separate settlement agreements that exist – one with Dupont and the other with 3M. The entirety of the agreements have not been attached, as they are too large. Also attached is a summary notice for each of the class actions. The complete version of the settlement agreements and further information can be found here: https://www.pfaswatersettlement.com/

The following is a brief summary of the terms of the settlement agreements:

Dupont Settlement:

The City would be part of the settlement and all of its terms, including the releases, unless it opts out. If the City does nothing, and the settlement agreement is ultimately approved by the Court, then the City would be obligated to submit necessary documents to receive distributions.

In a class action settlement, the Court must approve it through a process called a "fair hearing" where objections can be lodged and considered. Even if objections are asserted, the Court can approve the settlement.

Under the Dupont settlement, it will contribute between $1,185,000,00 to a fund for distribution to the class members.

Class members are divided into Phase One or Phase Two Members. It is not described whether East Grand Forks is a Phase One or Phase Two Member.

The basis for the apportionment for distribution of the funds is a complex calculation, and unclear what amount the City of East Grand Forks would receive. The apportionment calculation is found at Exhibit C of the settlement agreement.

Dupont has what are called "walk-away" rights – meaning Dupont, at its sole discretion, can terminate the settlement agreement if any of 10 various thresholds are not met. The percentages for each of the 10 threshold categories are unknown because these percentages were filed under seal.

By participating in the class action settlement, the W & L will be providing a broad release to Dupont.

The release includes any and all claims (whether asserted or not, and including those arising in the future) relating to or involving the drinking water or the City's Public Water System or its real property. The release also includes any claim relating to the discharge and processing of water in the City's "Public Water System," including its stormwater and wastewater system.

Public Water System is defined to as a system for the provision to the public of water for human consumption, and includes "any collection, treatment, storage, and distribution facilities" under the City's control or those same facilities that may be under the control of third parties which are used primarily in connection with the City's system.

The settlement agreement does contain an exception to the release relating to remediating, monitoring or testing real estate the City owns to remove PFAS, where the City is obligated to remediate such contamination provided the real estate is "separate from and not related in any way to the [City's] Public Water System" and the examples are a separate wastewater or stormwater system, or an airport or fire training facility.

The settlement agreement also contains an exception to the release in the event the EPA or State established additional requirements with respect to discharge, remediation or testing of PFAS containing stormwater or wastewater – the claims preserved would be the incremental costs for the additional requirements over the requirements that currently exist.

If the City does participate and seeks a claim under these exceptions, there are several complex rules that would need to be complied with in order to pursue such claims, including providing certifications that the claims that would be pursued are not included in any way to the claims released under this class action settlement.

To opt-out, the W & L must do so by December 4, 2023. There are a series of notices that need to be received by December 4, 2023 in order for the opt-out to be effective.

3M Settlement:

The W & L would be part of the settlement and all of its terms, including the releases, unless it opts out. If the W & L does nothing, and the settlement agreement is ultimately approved by the Court, then the W & L would be obligated to submit necessary documents to receive distributions.

In a class action settlement, the Court must approve it through a process called a "fair hearing" where objections can be lodged and considered. Even if objections are asserted, the Court can approve the settlement.

Under the 3M settlement, it will contribute between $10,500,000,000 to $12,500,000,000 to a fund for distribution to the class members.

Class members are divided into Phase One or Phase Two Members. It is ambiguous but appears East Grand Forks is a Phase One Member. It is not entirely clear how members were classified.

The basis for the apportionment for distribution of the funds is a complex calculation, and unclear what amount the W & L would receive.

3M has what are called "walk-away" rights – meaning 3M, at its sole discretion, can terminate the settlement agreement if any of 17 various "Required Participation Thresholds" are not met. The percentages for each of the 17 threshold categories are unknown because these percentages were filed under seal.

By participating in the class action settlement, the W & L will be providing a broad release to 3M.

The settlement agreement includes any and all claims (whether asserted or not, and including those arising in the future) relating to or involving the drinking water or the City's Public Water System. The release also includes any claim relating to the City's disposal of PFAS-containing waste (i.e. items in the landfill).

Public Water System is defined to as a system for the provision to the public of water for human consumption, and includes "any collection, treatment, storage, and distribution facilities" under the City's control or those same facilities that may be under the control of third parties which are used primarily in connection with the City's system.

The settlement agreement does contain an exception to release for remediation, monitoring or testing real estate the City owns to remove PFAS, where the City/W& L is obligated to remediate such contamination provided the real estate is "separate from and not related in any way to the [City's] Public Water System" and the examples are an airport or fire training facility.

The settlement agreement also contains an exception to release to remediate, monitor or test, the City's stormwater or wastewater system, provided these systems are not related in any way to the City's Public Water System.

If the City does participate in the settlement agreement and later seeks a claim under one of these exceptions, there are several rules that would need to be complied with in order to pursue such claims, including providing certifications that the claims being pursued are not included in any way to the claims released under this class action settlement.

To opt-out, the City/W&L must do so by December 11, 2023. There are a series of notices that need to be sent and received by December 11, 2023 in order for the opt-out to be effective.

ANALYSIS AND FINDINGS OF FACT:

- Through sampling the City of East Grand Forks, MN has determined it that PFAS was detected but the limits of PFAS in the source water did not exceed State and Federal limits and did not pose a health risk.
- Class Action Settlement includes City of East Grand Forks Water, Light and Building Commission unless W&L/City of East Grand Forks opts out of the settlement which the City would be bound by any judgement or other final disposition related to the settlement – including the broad release.

ATTACHMENTS:

- 3M Class Action Settlement Agreement
- 3M Summary Notice of Proposed Class Action Settlement and Court-Approval Hearing
- Dupont Class Action Settlement Agreement
- Dupont Notice of Proposed Class Action Settlement and Court-Approval Hearing
- MDH Report

EXHIBIT 2

EXECUTION COPY

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement (including its Exhibits) is entered into, subject to Preliminary and Final Approval of the Court, as of June 30, 2023 (the "Settlement Date"), by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) 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").

1. RECITALS

1.1. WHEREAS, Class Representatives are Public Water Systems that have filed or unfiled actions against Settling Defendants and other defendants, which filed actions are currently pending in the above-captioned multi-district litigation (as further defined below, the "MDL");[1]

1.2. WHEREAS, Class Representatives have alleged that they have suffered harm resulting from 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;

1.3. WHEREAS, 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%;

1.4. WHEREAS, in addition to the MDL, certain other litigation is pending against Settling Defendants asserting Released Claims (collectively with the MDL, as further defined below, the "Litigation");

1.5. WHEREAS, 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

[1] Terms not otherwise defined herein are defined in Section 2 of this Settlement Agreement.

they were litigated to conclusion (including against certification of any purported class for litigation purposes);

1.6. WHEREAS, 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 as provided for herein, reached an agreement to settle and release all Released Claims, on the terms and conditions set forth below;

1.7. WHEREAS, 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, and 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 enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Settlement Class Members, and further, that 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; and

1.8. WHEREAS, 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, have concluded that they will enter into this Settlement Agreement solely to avoid the expense, inconvenience, and distraction of further litigation.

1.9. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, IT IS HEREBY AGREED by the Parties, subject to the Preliminary and Final Approval of the Court, as follows:

2. DEFINITIONS

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

2.1. "AFFF" means aqueous film-forming foam.

2.2. "Allocated Amount" means the amount of the Settlement Funds payable to the Qualifying Settlement Class Member at issue.

2.3. "Allocation Procedures" means the process set forth in Exhibit C to this Settlement Agreement for determining the Allocated Amount payable to individual Qualifying Settlement Class Members from the Settlement Funds.

2.4. "Business Day" means any day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Federal Rule of Civil Procedure 6(a)(6).

2.5. "Claim-Over" has the meaning set forth in Paragraph 12.7.1 of this Settlement Agreement.

2.6. "Claims" means any past, present or future claims, counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, requests, assessments, charges, disputes, performances, warranties, omissions, grievances, or monetary impositions of any sort, in each case in any forum and on any theory, whether legal, equitable, regulatory, administrative or statutory, arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, filed or unfiled, asserted or unasserted, fixed, contingent, or non-contingent, known or unknown, discovered or undiscovered, suspected or unsuspected, foreseen, foreseeable, unforeseen, or unforeseeable, matured or unmatured, accrued or unaccrued, ripened or unripened, perfected or unperfected, choate or inchoate, developed or undeveloped, liquidated or unliquidated, now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision or in any other manner, including any of the foregoing for direct damages, indirect damages, consequential damages, incidental damages, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages whatsoever, any request for declaratory, injunctive, or equitable relief, strict liability, joint and several liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, and whether direct, representative, derivative, class or individual in nature.

2.7. "Claims Administrator" shall mean the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 8.3 of this Settlement Agreement responsible for allocating and distributing the Settlement Funds fairly and equitably amongst all Qualifying Settlement Class Members in accordance with the Allocation Procedures.

2.8. "Claims Form" means the document or online form, in the form attached as Exhibit D to this Settlement Agreement, that Settlement Class Members are required to file to receive a payment under this Settlement Agreement as specified in Paragraph 11.4 of this Settlement Agreement.

2.9. "Claims Period" means the period of time Settlement Class Members shall have to submit a Claims Form following the Effective Date.

2.10. "Class Counsel" means, pending Court appointment, Michael A. London and the law firm of Douglas & London, 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Ponce de Leon, San Juan, Puerto Rico 00907; Elizabeth A. Fegan and the law firm of Fegan Scott LLC, 150 S Wacker Dr., 24th Floor Chicago, Il 60606; and such other counsel as the Court may appoint to represent the Settlement Class.

2.11. "Class Representatives" means City of Camden Water Services; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; City of Iuka; and City of Amory, or such other or different Persons as may be appointed by the Court as the representatives of the Settlement Class.

2.12. "CMO No. 3" means Case Management Order No. 3 (Entry No. 72) entered by the Court in the MDL on April 26, 2019.

2.13. "Code" means the Internal Revenue Code of 1986, as amended.

2.14. "Community Water System" means a Public Water System that has at least 15 service connections used by year-round residents or regularly serves at least 25 year-round residents. A "Community Water System" shall include the owner and/or operator of that system.

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

2.16. "Drinking Water" means water that has entered or is provided by a Public Water System, including water collected, treated, or stored by a Public Water System for distribution to customers or users.

2.17. "Effective Date" means the date of Final Judgment.

2.18. "Entity" means any public entity, agency or office, including any county, municipality, local government, public utility, public corporation, or equivalent of any of the foregoing (or official of any of the foregoing acting in such capacity).

2.19. "Escrow Agent" means the Person identified in Paragraph 7.1.2 of this Settlement Agreement.

2.20. "Escrow Agreement" means the agreement by and among Class Counsel, the Settling Defendants, the Escrow Agent, and the Special Master attached as Exhibit H to this Settlement Agreement.

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

2.22. "Final Fairness Hearing" means the hearing scheduled by the Court to consider the fairness, reasonableness, and adequacy of the Settlement Agreement under Federal Rule of Civil Procedure 23(e)(2) and to determine whether the Order Granting Final Approval should be entered. The date of the Final Fairness Hearing shall be set by the Court and communicated to the Settlement Class Members in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).

2.23. "Final Judgment" means that the Order Granting Final Approval has become final and non-appealable and shall occur on (a) the day following the expiration of the deadline for appealing the entry by the Court of the Order Granting Final Approval (or for appealing any ruling on a timely motion for reconsideration of such Order Granting Final Approval, whichever is later), if no such appeal is filed; or (b) if an appeal of the Order Granting Final Approval is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Order Granting Final Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.

2.24. "Inactive Water System" means a Public Water System that is not currently active in that it does not actively produce Drinking Water on a regular basis and is not expected to resume operation within the year. Inactive Water Systems include systems that have gone out of business or been merged into other Drinking Water systems.

2.25. "IRS" means the U.S. Internal Revenue Service.

2.26. "Litigation" means collectively the MDL and all other pending litigation brought by or on behalf of a Releasing Person against a Released Person involving Released Claims.

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

2.28. "Non-Released Person" means any Person other than the Released Persons.

2.29. "Non-Transient Non-Community Water System" means a Public Water System that is not a Community Water System and that regularly serves at least 25 of the same people over 6 months per year. A "Non-Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.30. "Notice" means the Court-approved form of the notice, substantially similar to the form attached as Exhibit E to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.

2.31. "Notice Administrator" means the Person or Persons selected according to Paragraph 8.1 of this Settlement Agreement responsible for developing and administering the Notice Plan for this Settlement.

2.32. "Notice Plan" means the plan for distribution of Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit G to this Settlement Agreement and subject to Court approval as set forth in Paragraph 9.2.1 of this Settlement Agreement.

2.33. "Objection" has the meaning set forth in Paragraph 9.6 of this Settlement Agreement.

2.34. "Order Granting Final Approval" means an order, in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court finally certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement in all respects under Federal Rule of Civil Procedure 23(e), entering judgment dismissing the Litigation as to the Released Persons, and including such other provisions as set forth in Exhibit B and described in Paragraph 9.8 of this Settlement Agreement.

2.35. "Order Granting Preliminary Approval" means an order, in the form attached as Exhibit A to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, entered by the Court preliminarily certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only, approving the terms and conditions of this Settlement Agreement, and including such other provisions as set forth in Exhibit A and described in Paragraph 9.2.1 of this Settlement Agreement.

2.36. "Parties" means Settling Defendants, Class Representatives, and Class Counsel. To the extent that Settling Defendants or Class Representatives discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

2.37. "Person" means any type of person or entity, whether natural, legal, private or public.

2.38. "PFAS" includes, for purposes of this Settlement Agreement only, any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom, and which is included in the United States Environmental Protection Agency's list of "Per- and Polyfluoroalkyl Substances" to be monitored in its fifth Unregulated Contaminant Rule, codified at 40 C.F.R. § 141.40(a)(3) or is a per- or polyfluoroalkyl ether-based substance. Solely for purposes of this Agreement, "PFAS" also includes, in addition to all substances described in the preceding sentence (along with each substance's conjugate acid and any salts, derivatives, isomers, or combinations thereof), perfluorooctanoic acid ("PFOA"), per- and polyfluoroalkyl acids (and any salts thereof), per- and polyfluoroalkyl halides, per- and polyfluoroalkyl alcohols, per- and polyfluoroalkyl olefins, per- and polyfluoroalkane sulfonyl fluorides (including any acids and salts thereof), perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, perfluoropolyethers, per- and polyfluoroalkanes, side-chain fluorinated aromatics, per- and polyfluorinated phosphates and phosphonates, per- and polyfluorinated sulfonamides, per- and polyfluorinated urethanes, and chemical precursors and degradation products of all such substances, including fluorinated monomers, polymers and side-chain fluorinated polymers and

metabolites of all such substances, as well as any substance asserted to be PFAS in Litigation. It is the intention of this agreement that the definition of PFAS be as broad, expansive, and inclusive as possible.

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

2.40. "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. Such term 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. A "Public Water System" shall include the owner and/or operator of that system and, for purposes of Paragraph 5.1.1 only, shall also include any 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 clauses (a) or (b) of such Paragraph or has authority to bring a Claim on behalf of such a Public Water System. For purposes of this Settlement Agreement, "Public Water System" includes Community Water Systems, Non-Transient Non-Community Water Systems, and Transient Non-Community Water Systems (including, in each case, Inactive Water Systems).

2.41. "Qualified Settlement Fund" means the qualified settlement fund described in Paragraph 7.1, which shall be established within the meaning of Treasury Regulations § 1.468B-1 for purposes of receiving the net funds for distribution to Settlement Class Members who have been found eligible to participate in the Settlement as agreed upon by the Parties and set forth in this Settlement Agreement.

2.42. "Qualifying Settlement Class Members" means Settlement Class Members who submit a Claims Form that satisfies the requirements of Paragraph 11.4 and who have been determined by the Claims Administrator, under the oversight of the Special Master, to be eligible under the Allocation Procedures to receive an Allocated Amount.

2.43. "Released Claims" has the meaning set forth in Paragraph 12.1 of this Settlement Agreement.

2.44. "Released Persons" means Settling Defendants and (a) all past or present, direct or indirect, predecessors, successors (including successors by merger or acquisition), parents (including intermediate parents and ultimate parents), subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures of each Settling Defendant; and (b) all past or present officers, directors, shareholders, employees, partners, trustees, representatives, agents, servants, insurers, attorneys, subrogees, predecessors, successors, or assignees of any of the above.

2.45. "Releasing Persons" means (a) Settlement Class Members; (b) each of their past, present, or future, direct or indirect, predecessors, successors (including successors by merger or

acquisition), departments, agencies, divisions, districts, parents, subsidiaries, affiliates, boards, owners, or operators; (c) any past, present, or future officer, director, employee, trustee, board member, shareholder, representative, agent, servant, insurer, attorney, subrogee, predecessor, successor, or assignee of any of the above, individually or in their official, corporate, or personal capacity; (d) anyone in privity with or acting on behalf of any of the foregoing, including in a representative or derivative capacity; (e) any Person, other than a State or the federal government, that is legally responsible for funding (by statute, regulation, other law, or contract) a Settlement Class Member or has authority to bring a Claim on behalf of a Settlement Class Member, or to seek recovery for harm to a Public Water System within the Settlement Class or the ability of such system to provide safe or compliant Drinking Water; and (f) any Person, other than a State or the federal government, seeking recovery on behalf of a Settlement Class Member or seeking recovery for harm to a Public Water System within the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water.

2.46. "Request for Exclusion" has the meaning set forth in Paragraph 9.7 of this Settlement Agreement.

2.47. "Restitution Amount" has the meaning set forth in Paragraph 11.5.1 of this Settlement Agreement.

2.48. "Settlement" means the settlement of the Released Claims provided for by this Settlement Agreement.

2.49. "Settlement Agreement" means this document, which describes the Settlement between and among the Parties and the Settlement Class, and all Exhibits attached hereto.

2.50. "Settlement Amount" means one billion one hundred eighty-five million dollars ($1,185,000,000).

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

2.52. "Settlement Class Member" means any Public Water System or Entity that is a member of the Settlement Class; provided, however, that the term Settlement Class Member does not include any Public Water System or Entity that would otherwise be a Settlement Class Member but files and serves a timely and valid Request for Exclusion pursuant to Paragraph 9.7 of this Settlement Agreement.

2.53. "Settlement Date" has the meaning set forth in the preamble to this Settlement Agreement.

2.54. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund.

2.55. "Settling Defendants" has the meaning set forth in the preamble to this Settlement Agreement.

2.56. "Settling Defendants' Counsel" means Wachtell, Lipton, Rosen & Katz, Kirkland & Ellis LLP, and Cravath, Swaine & Moore LLP, or any other law firm so designated in writing by Settling Defendants.

2.57. "Special Master" means the Person selected and Court-appointed pursuant to Paragraph 8.7 of this Settlement Agreement who is responsible for overseeing the Claims Administrator in reviewing, analyzing, and approving Claims Forms, as well as for allocating and distributing the Settlement Funds to Qualifying Settlement Class Members pursuant to the Allocation Procedures.

2.58. "State" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands, including each such Entity's Attorney General's office.

2.59. "Summary Notice" means the summary notice, in the form attached as Exhibit F to this Settlement Agreement, advising Settlement Class Members of their rights with respect to this Settlement Agreement in accordance with Paragraph 9.4 of this Settlement Agreement.

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

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

2.62. "Termination Refund" has the meaning set forth in Paragraph 9.9.2 of this Settlement Agreement.

2.63. "Test Site" means groundwater well, surface water intake, and any other intake point from which the Public Water System draws or collects Drinking Water. For the avoidance of doubt, for each such Test Site, the water to be tested is raw water, *i.e.*, a water sample drawn from a location within the Test Site that is ahead of any treatment.

2.64. "Testing Methodology" has the meaning set forth in Paragraph 12.6.1 of this Settlement Agreement.

2.65. "Threshold A" through "Threshold K" shall each refer to a threshold to be set forth in a separate letter agreement between Class Representatives and Settling Defendants to be filed under seal with the Court.

2.66. "Transient Non-Community Water System" means any Public Water System that is not a Community Water System and that does not regularly serve at least 25 of the same nonresident persons per day for more than six months per year. A "Transient Non-Community Water System" shall include the owner and/or operator of that system.

2.67. "UCMR 5" means the U.S. EPA's fifth Unregulated Contaminant Monitoring Rule, published at 86 Fed. Reg. 73131.

2.68. "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.

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

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

2.71. "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.

3. SETTLEMENT AGREEMENT OVERVIEW

3.1. This Section 3 provides an overview of the Settlement Agreement for convenience only and is subject in all respects to the terms and conditions set forth in the other sections of this Settlement Agreement.

3.2. **Settlement Consideration**. Settling Defendants' obligation under this Settlement Agreement, subject to the Walk-Away Right and other terms and conditions as set forth herein, is to pay or cause to be paid a Settlement Amount of one billion one hundred eight-five million dollars ($1,185,000,000). In exchange, Settling Defendants shall receive from Settlement Class Members a release, covenant not to sue, and dismissal as provided in this Settlement Agreement.

3.3. **Operation of the Settlement**. Class Representatives will seek approval from the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3), for settlement purposes only. Following the Effective Date, Settlement Class Members who wish to receive an Allocated Amount of the Settlement Funds may complete and submit a Claims Form, which is attached as Exhibit D. The Claims Administrator shall be responsible for the processing of Claims Forms, including evaluation of the Claims Forms and supporting documentation as well as application of the Allocation Procedures, with oversight by the Special Master. The Claims Form must be submitted to the Claims Administrator on or prior to the conclusion of the Claims Period and must adhere to and follow all other requirements set forth herein and/or by the Special Master, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Funds to Qualifying Settlement Class Members in accordance with the Allocation Procedures in Exhibit C, which are subject to Court approval, and under the oversight of the Special Master. Settlement Class Members will be bound by the release, covenant not to sue, and dismissal as provided in this Settlement Agreement whether or not they submit a Claims Form or qualify for or receive an Allocated Amount of the Settlement Funds.

4. REPRESENTATIONS AND WARRANTIES

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

4.1.1. Each of the Class Representatives is a Settlement Class Member.

4.1.2. Each of the Class Representatives has received legal advice from Class Counsel regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.1.3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Settlement Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other Person, except pursuant to any contingency fee agreement with Class Counsel, or to any lawful grant from a governmental entity, loan or lien.

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

4.1.5. Each of the Class Representatives, through Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4.1.6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Settlement Agreement after having consulted with Class Counsel or other attorneys.

4.1.7. Each of the Class Representatives has all necessary competence and authority to enter into this Settlement Agreement on its own behalf and on behalf of the Settlement Class, has authorized the execution and performance of this Settlement Agreement, has authorized Class Counsel to sign this Settlement Agreement on its behalf, and has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

4.1.8. None of the Class Representatives will file a Request for Exclusion, file an Objection, nor otherwise challenge the Settlement. None of the Class Representatives will solicit, or assist others in soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.

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

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

4.2.2. Because Class Counsel believes that the Settlement is in the best interests of each Settlement Class Member, Class Counsel will not solicit, or assist others in

soliciting, Settlement Class Members to file a Request for Exclusion, file an Objection, or otherwise challenge the Settlement.

4.2.3. Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Settlement Class Members, including under CMO No. 3.

4.2.4. Each of the Class Representatives has approved and agreed to be bound by this Settlement Agreement.

4.2.5. The representations of each Class Representative in Paragraph 4.1 of this Settlement Agreement are true and correct to the best of Class Counsel's knowledge.

4.3. **Settling Defendants' Representations and Warranties**. Settling Defendants represent and warrant to Class Representatives as follows:

4.3.1. Each of the Settling Defendants has received legal advice from its attorneys regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.3.2. None of the Settling Defendants is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Settlement Class Members, or Class Counsel, except those expressly stated in this Settlement Agreement.

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

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

4.3.5. Each of the Settling Defendants has all necessary authority to enter into this Settlement Agreement, has authorized the execution and performance of this Settlement Agreement, and has authorized the person signing this Settlement Agreement on its behalf to do so.

5. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

5.1. **Settlement Class Definition**. For the sole purpose of effectuating this Settlement, Class Representatives and Settling Defendants agree jointly to request that the Court certify the Settlement Class defined below under Federal Rule of Civil Procedure 23(b)(3):

5.1.1. The Settlement Class shall consist 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 the Settlement Date, 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 the Settlement Date, 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 federal or state law to test or otherwise analyze any of their Water Sources or the water they provide for PFAS before the UCMR 5 Deadline.

5.1.2. 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 listed in this Paragraph 5.1.2(a) otherwise falling within clauses (a) or (b) of Paragraph 5.1.1 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, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit I to this 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, which systems within Paragraph 5.1.1(a) or 5.1.1(b)(i) are listed in Exhibit J to this Settlement Agreement.

(d) In the event that a Public Water System not listed on Exhibit I or Exhibit J, including a Public Water System within Paragraph 5.1.1(b)(ii), claims that it is owned and operated by a State government or the federal government and cannot sue or be sued in its own name, the Parties will consider that claim as provided in Paragraph 5.1.3.

(e) 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.

5.1.3. In the event that the Parties agree that a Public Water System, including any within Paragraph 5.1.1(b)(ii), that is owned and operated by a State government or the federal government and cannot sue or be sued in its own name was omitted from Exhibit I or Exhibit J, the Parties may, at any time before Final Approval, amend such Exhibit to add such Public Water System. The Parties agree that they will act reasonably in considering any claim of such omission.

6. CONSIDERATION

6.1. **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 Paragraph 6.2.

6.2. **Payment Terms**.

6.2.1. Settling Defendants shall wire transfer the Settlement Amount to the Qualified Settlement Fund. If the Qualified Settlement Fund has not been established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement) by the deadline for payment of the Settlement Amount, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after the Qualified Settlement Fund is established pursuant to an order of, or approved by, the Court (including approval and execution of the Escrow Agreement). In no event shall any Settling Defendant have any liability whatsoever with respect to the Settlement Amount once it is paid to the Qualified Settlement Fund in accordance with this Settlement Agreement. The Escrow Agent shall provide Settling Defendants wire transfer instructions and any other documentation reasonably necessary to facilitate payment of the Settlement Amount to the Qualified Settlement Fund, which shall be delivered at least seven (7) Business Days before the deadline for payment specified herein. If such wire transfer instructions and documentation have not been provided to Settling Defendants by the date seven (7) Business Days before the deadline for payment specified herein, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after receiving the wire transfer instructions and documentation.

6.2.2. Until the Effective Date, the Settlement Funds shall be used solely to fund the provision of Notice pursuant to the Notice Plan and the reasonable fees, costs, and expenses of the Notice Administrator incurred in connection therewith, the payment of Taxes imposed on the Qualified Settlement Fund, as well as the reasonable costs, fees, and expenses of the Escrow Agent and the Special Master. The Escrow Agent shall disburse funds for Notice costs upon request by the Parties. The Special Master shall keep a record of all such expenditures, shall report them periodically to Class Counsel and the Settling Defendants until the Effective Date, and shall certify to the Parties in each such report that the Settlement Funds were used only for purposes specified in the preceding sentence. From and after the Effective Date, the Settlement Funds shall be allocated and used only as specified in Paragraphs 6.2.3, 11.1, 11.2 and 11.5. All unused Settlement Funds, including all interest earned thereon, shall be refunded to Settling Defendants should a Termination Refund become payable under Paragraph 9.9.2, 9.10.2, or 10.4 of this Settlement Agreement.

6.2.3. The "holdback assessment" required by CMO No. 3 shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel. Such Order requires a holdback

assessment of 6% of the amount of any settlement to be allotted for common benefit attorneys' fees and 3% of the amount of any settlement to be allotted for reimbursement of permissible common benefit costs and expenses. If accounts designated to receive such funds have not been established by the Effective Date, the Escrow Agent shall pay the applicable amount into such accounts by no later than ten (10) Business Days after the Court establishes such accounts.

6.3. **No Additional Payment Obligations**. Paragraph 6.1 sets forth in full Settling Defendants' payment obligations under this Settlement Agreement. In no event shall the Settling Defendants be required to pay any amounts under this Settlement Agreement above the Settlement Amount. Any fees, costs, expenses, or incentive awards payable under this Settlement Agreement (including any holdback assessment(s)) shall be paid out of, and shall not be in addition to, the Settlement Amount.

7. QUALIFIED SETTLEMENT FUND

7.1. **Establishment of Qualified Settlement Fund**.

7.1.1. The motion seeking an Order Granting Preliminary Approval described in Paragraph 9.2.1 shall seek (1) the approval of the Escrow Agreement, (2) the authorization that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1, and (3) the appointment of the Special Master as the "administrator" of the Qualified Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3).

7.1.2. Class Counsel and Counsel for Settling Defendants will jointly recommend the following Person to serve as Escrow Agent for the Qualified Settlement Fund, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Robyn Griffin, The Huntington National Bank, One Rockefeller Center, 10th Floor, New York, NY 10020.

7.1.3. Any successor to the initial Escrow Agent shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

7.1.4. Upon Court approval of the proposed Escrow Agreement, appointment of the Escrow Agent, and authorization that the Qualified Settlement Fund established pursuant to the Escrow Agreement be established as a qualified settlement fund under § 1.468B-1 of the Treasury Regulations promulgated under IRC Section 468B, Class Counsel, Settling Defendants, the Escrow Agent, and the Special Master will execute the Escrow Agreement approved by the Court, thereby creating the Qualified Settlement Fund.

7.2. **Tax Treatment of Settlement Fund**.

7.2.1. The Qualified Settlement Fund will be structured and operated in a manner such that it qualifies as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1 from the earliest date possible, and the Special Master, Settling Defendants, and all other relevant parties shall file any "relation-back election" (within the meaning of Treasury Regulations § 1.468B-1(j)(2)) required to treat the Qualified Settlement Fund as a qualified settlement fund from the earliest date possible. The "taxable year" of the Qualified Settlement Fund shall be the "calendar year" as such terms are defined in Section 441 of the Code. The Qualified Settlement Fund shall use the accrual method of accounting as defined in Section 446(c) of the Code.

7.2.2. The Special Master shall be authorized to take any action that it determines necessary to maintain the status of the Qualified Settlement Fund as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1. The Special Master shall (a) obtain a taxpayer identification number for the Qualified Settlement Fund, (b) prepare and file, or cause to be prepared and filed, all U.S. federal, state, local, and foreign Tax returns (as applicable) required to be filed for the Qualified Settlement Fund, consistent with Treasury Regulations § 1.468B-2(k) and corresponding or similar provisions of state, local, or foreign law, and in accordance with the Settlement Agreement and the Escrow Agreement, (c) prepare and file, or cause to be prepared and filed, any other statement, return, or disclosure relating to the Qualified Settlement Fund that is required by any governmental authority, including but not limited to information reporting as described in Treasury Regulations § 1.468B-2(l) (or any corresponding or similar provision of state, local, or foreign law), (d) obtain from Settling Defendants a statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund, and (e) be responsible for responding to any questions from, or audits regarding Taxes by, the IRS or any state or local Tax authority. The Special Master also will be responsible for ensuring the Qualified Settlement Fund complies with all withholding requirements (including by instructing the Escrow Agent to withhold any required amounts) with respect to payments made by the Qualified Settlement Fund, as well as paying any associated interest and penalties. Any amounts deducted or withheld by the Escrow Agent (or any other withholding agent) with respect to payments made by the Qualified Settlement Fund shall be treated for all purposes as though such amounts had been distributed to the Person in respect of which such deduction or withholding was made. The Special Master shall direct the Escrow Agent to timely pay from the Qualified Settlement Fund any taxes (including but not limited to withholding taxes with respect to distributions from the Qualified Settlement Fund), interest, and penalties required to be paid to the IRS or any other governmental authority by the Qualified Settlement Fund (collectively, "Taxes") and any reasonable out-of-pocket expenses incurred to (i) cause any Tax returns and information reports to be prepared and filed, (ii) respond to any questions from, or represent the

Qualified Settlement Fund in any audit or similar proceeding regarding Taxes by, the IRS or any state or local governmental authority or (iii) otherwise satisfy any Tax compliance obligation of the Qualified Settlement Fund (such Taxes and other expenses, collectively, the "Tax Expenses"). In addition, the Special Master shall timely file with the IRS the information returns and shall timely provide to Settling Defendants the written statements, in each case, collected from Qualifying Settlement Class Members pursuant to Paragraph 11.6.2. Settling Defendants shall provide the Special Master with the statement required pursuant to Treasury Regulations § 1.468B-3(e) no later than February 15th of the year following the calendar year in which Settling Defendants transfer the Settlement Amount to the Qualified Settlement Fund.

7.2.3. All Taxes arising with respect to the income earned by the Qualified Settlement Fund, including any Taxes or Tax detriments that may be imposed upon Settling Defendants, their insurers, or Settling Defendants' Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income Tax purposes and all Tax Expenses shall be paid out of the Qualified Settlement Fund. In all events, none of Settling Defendants, Class Representatives, Settling Defendants' insurers, Settling Defendants' Counsel, or Class Counsel shall have any liability or responsibility for Taxes or Tax Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Qualified Settlement Fund and shall be timely paid by the Special Master out of the Qualified Settlement Fund without prior order from the Court, and none of Settling Defendants, Class Representatives, their insurers, Settling Defendants' Counsel, or Class Counsel shall be responsible or have any liability therefor.

7.2.4. Settling Defendants make no representations to Settlement Class Members or any other Person concerning any Tax consequences, Tax loss, or Tax treatment of any allocation or distribution of funds to Settlement Class Members or any other Person pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures. Settlement Class Members shall have no liability to Settling Defendants with respect to any Tax consequences, Tax loss, or Tax treatment of any amounts paid or received in accordance with the terms of this Settlement Agreement irrespective of how amounts are spent by Settlement Class Members.

8. ADMINISTRATION

8.1. **Selection of Notice Administrator**. Class Counsel shall nominate, subject to the consent of Settling Defendants, the following Person to serve as Notice Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

8.2. **Requirements for Notice Administrator**:

8.2.1. The Notice Administrator may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.

8.2.2. The Notice Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Notice Administrator deems to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Paragraph 9.2.1 of this Settlement Agreement. Subject to the Court's approval, the Notice Administrator may retain any Person that the Notice Administrator deems to be reasonably necessary to provide assistance in developing and administering the Notice Plan.

8.2.3. Any successor to the initial Notice Administrator shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

8.2.4. The Notice Administrator shall have no authority to alter in any way the Parties' or Settlement Class Members' rights and obligations under the Settlement Agreement.

8.2.5. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Notice Administrator and are not subject to the authority of the Notice Administrator.

8.2.6. All fees, costs, and expenses incurred in the administration 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 Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount described in Paragraph 6.1.

8.3. **Selection of Claims Administrator**. Class Counsel shall propose the following Person, subject to the consent of Settling Defendants, to serve as Claims Administrator who shall be subject to appointment by the Court in the Order Granting Preliminary Approval.

Dustin Mire, Eisner Advisory Group,[2] 8550 United Plaza Boulevard, Suite #1001, Baton Rouge, LA 70809

8.4. The Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation as well as determining any Qualifying Settlement Class

[2] Eisner Advisory Group includes Eisner Advisory Group LLC and its subsidiary entities that provide professional services, including EAC Gulf Coast, LLC.

Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to the Allocation Procedures set forth in Exhibit C.

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

8.6. 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 Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

8.7. **Selection of Special Master**. Class Counsel shall nominate the following Person, subject to the consent of Settling Defendants, to serve as Special Master who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

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

8.8. The Special Master's role generally shall include overseeing the Settlement, including overseeing the work of the Claims Administrator and Notice Administrator, and in providing quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated Amounts. The Special Master's decisions with respect to Allocated Amounts shall be final, binding and non-appealable on all Parties.

8.9. The Special Master may not be a Person who has acted as counsel, or otherwise represented a party, in claims relating to AFFF or PFAS.

8.10. The Special Master shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Special Master deems to be reasonably necessary for the efficient and timely administration of the Settlement. Subject to the Court's approval, the Special Master may retain any Person that the Special Master deems to be reasonably necessary to provide assistance in administering the Settlement.

8.11. Any successor to the initial Special Master shall be subject to appointment by the Court, with the consent of all Parties, shall fulfill the same functions from and after the date of succession and shall be bound by the determinations made by the predecessor(s) to date.

8.12. The Special Master shall have no authority to alter in any way the Parties' rights and obligations under the Settlement Agreement absent express and written agreement by the Parties, other than overseeing the Claims Administrator's process of reviewing, analyzing, and approving Claims Forms and determining any Settlement Class Member's Allocated Amount pursuant to the Allocation Procedures set forth in Exhibit C.

8.13. Settling Defendants, Settling Defendants' Counsel, and Released Persons shall have no involvement with or responsibility for supervising the Special Master and are not subject to the authority of the Special Master.

8.14. 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 Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

8.15. **Qualified Settlement Fund Administration**. All fees, costs, and expenses incurred in the administration of the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent or the Special Master, shall be paid from the Settlement Funds. Settling Defendants shall have no obligation to pay any such fees, costs, and expenses other than their obligation to pay the Settlement Amount as described in Paragraph 6.1.

9. APPROVAL AND NOTICE

9.1. **Approval and Effectiveness**.

9.1.1. It is a condition to the Settlement that (a) within a reasonable time period after the Settlement Date, the Court approve and enter the Order Granting Preliminary Approval, in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Preliminary Approval remain in full force and effect until entry of the Order Granting Final Approval.

9.1.2. It is a condition to the Settlement that (a) within a reasonable time period after the Order Granting Preliminary Approval, the Court approve and enter the Order Granting Final Approval, in the form of Exhibit B, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion, and (b) the Order Granting Final Approval remain in full force and effect until it reaches Final Judgment.

9.1.3. It is a condition to the Settlement that the Order Granting Final Approval not be reversed, vacated, or modified on appeal, a motion for reconsideration, or other review and that Final Judgment be reached.

9.1.4. The Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Settlement Agreement provides shall occur prior to the Effective Date. Each of the Order Granting Preliminary Approval and the Order Granting Final Approval shall be enforceable upon entry in accordance with their terms.

9.2. **Preliminary Approval**.

9.2.1. Within ten (10) calendar days after the Settlement Date, Class Counsel shall submit to the Court a motion, which shall be consistent with this Settlement Agreement and which Settling Defendants shall have a reasonable right to review but agree not to oppose, seeking entry of the Order Granting Preliminary Approval in the form of Exhibit A, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion. The

motion shall seek (a) preliminary certification, for settlement purposes only, of the Settlement Class; (b) Preliminary Approval of the Settlement; (c) approval of the form of Notice (attached as Exhibit E); (d) approval of the Notice Plan (attached as Exhibit G); (e) appointment of Class Counsel; (f) appointment of Class Representatives; (g) appointment of the Notice Administrator; (h) appointment of the Claims Administrator; (i) appointment of the Special Master; (j) appointment of the Escrow Agent; (k) approval of the Escrow Agreement; (l) establishment of the Qualified Settlement Fund; (m) scheduling of the Final Fairness Hearing, and (n) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

9.2.2. The Parties agree to take all actions reasonably necessary to obtain Preliminary Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Preliminary Approval attached as Exhibit A, the Notice attached as Exhibit E, or any other attached Exhibits.

9.3. **Stay of Proceedings**. Class Representatives agree to stay all proceedings in the MDL as to Settling Defendants, and any other Litigation brought by a Class Representative in any other forum, from the Settlement Date until the earlier of (a) the Effective Date, or (b) termination of this Settlement Agreement in accordance with its terms. The foregoing stay shall be in addition to the stay provided for in the Order Granting Preliminary Approval attached as Exhibit A.

9.4. **Notice**. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval; provided, however, that the Notice process shall commence no later than fourteen (14) calendar days following Preliminary Approval. Notice shall be provided by the Notice Administrator to Settlement Class Members by first-class U.S. mail where available, and Summary Notice shall be provided by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23. The Notice and Summary Notice are attached as Exhibits E and F to this Settlement Agreement, and any modifications to them must be acceptable to all Class Representatives and Settling Defendants in their individual discretion.

9.5. **CAFA Notice**. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Defendants shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Settlement Agreement with the Court.

9.6. **Objections to 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 all Parties in accordance with Federal Rule of Civil Procedure 5.

9.6.1. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide:

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

9.6.1.2. the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member;

9.6.1.3. the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member;

9.6.1.4. 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;

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

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

9.6.2. All objections must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Objections shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Objections submitted by any Settlement Class Member to incorrect locations shall not be valid.

9.6.3. 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 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.

9.6.4. Any Settlement Class Member who fully complies with the provisions of this Paragraph 9.6 may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of this Paragraph 9.6 shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

9.6.5. The assertion of an objection under this Paragraph does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by complying with the provisions of Paragraph 9.7.

9.7. **Requests for Exclusion**. 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.

9.7.1. 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:

9.7.1.1. provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion;

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

9.7.1.3. provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and

9.7.1.4. be received by the Notice Administrator no later than the date designated for such purpose in the Notice.

9.7.2. All Requests for Exclusion must be filed and served on such schedule as the Court may direct. In seeking Preliminary Approval, the Parties will request that the deadline for submission of Requests for Exclusion shall be set on a date no less than sixty (60) calendar days after commencement of dissemination of the Notice. Requests for Exclusion submitted by any Settlement Class Member to incorrect locations shall not be valid.

9.7.3. 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.

9.7.4. 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 Paragraph 9.6, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

9.7.5. No "mass," "class," "group" or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member.

9.8. **Final Approval**.

9.8.1. At the Final Fairness Hearing, the Parties will request that the Court: (a) enter the Order Granting Final Approval in the form attached as Exhibit B to this Settlement Agreement, with any modifications acceptable to all Class Representatives and Settling Defendants in their individual discretion; (b) conclusively certify the Settlement Class; (c) approve the Settlement Agreement as final, fair, reasonable, adequate, and binding on all Settlement Class Members; (d) enter judgment dismissing the Released Claims as set forth in this Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum.

9.8.2. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of a portion of the Settlement Funds. That application shall be filed not less than 20 Business Days before Objections are due pursuant to Paragraph 9.6.

9.8.3. The Parties agree to take all actions reasonably necessary to obtain Final Approval; provided, however, that no Party shall be required to agree to any modification of the Order Granting Final Approval attached as Exhibit B.

9.9. **Effect of Failure of Approval**. If the Court declines or fails to enter an Order Granting Preliminary Approval or an Order Granting Final Approval in accordance with and in the reasonable time specified in Paragraphs 9.1.1 and 9.1.2, the Parties shall proceed as follows:

9.9.1. If the Court declines to or does not enter the Order Granting Preliminary Approval or the Order Granting Final Approval in accordance with Paragraphs 9.1.1 and 9.1.2, the Litigation against the Released Persons will resume unless within thirty (30) calendar days of such event the Parties mutually agree in writing to either (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.

9.9.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.9.1, or the Parties seek reconsideration and/or appellate review of any decision denying entry of the Order Granting Preliminary Approval or Order Granting Final Approval and such reconsideration and/or appellate review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to Settling Defendants any unused portion of the Settlement Funds, including interest accrued thereon, as of the date on which notice is received (the "Termination Refund"), and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.

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

9.10. **Effect of Failure of Order Granting Final Approval to Reach Final Judgment**. If the Order Granting Final Approval does not reach Final Judgment, the Parties shall proceed as follows:

9.10.1. If the Order Granting Final Approval does not reach Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Litigation against the Released Persons will resume within thirty (30) calendar days unless the Parties mutually agree in writing to either (a) seek further reconsideration or appellate review of such decision (including in the U.S. Supreme Court by petition for writ of certiorari); and/or (b) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement.

9.10.2. If the Litigation against the Released Persons resumes pursuant to Paragraph 9.10.1, or the Parties seek further reconsideration and/or appellate or other review of the decision reversing, vacating, or materially modifying the Order Granting Final Approval and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption repay to Settling Defendants the Termination Refund, and (b) this Settlement Agreement shall terminate upon payment of the Termination Refund.

9.10.3. If, for any reason, the Order Granting Final Approval does not reach Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement or the Order Granting Final Approval, and the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

10. SETTLING DEFENDANTS' WALK-AWAY RIGHT

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

10.1.1. **Very Large Community Systems**. With respect to Community Water Systems that serve more than 500,000 people, timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold A of such Community Water Systems that are either (x) identified in the U.S. EPA Safe Drinking Water Information System ("SDWIS") as having a surface water source, or (y) identified in SDWIS as having only groundwater source and do not meet the criteria set forth in Paragraph 10.1.1(b); or

(b) More than Threshold B of such Community Water Systems (x) that are identified in SDWIS as having only groundwater source, and (y) have tested all of their Test Sites for PFAS under the Testing Methodology (as defined in Paragraph 12.6) before the deadline for submission of Requests for Exclusion and detected PFAS in four or fewer Test Sites.

10.1.2. **Community Water Systems with Current Detections.** With respect to Community Water Systems described in Paragraph 5.1.1(a) of this Settlement Agreement (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold C of such Community Water Systems that serve 100,001 to 500,000 people; or

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

(c) More than Threshold E of such Community Water Systems that serve 3,300 to 10,000 people; or

(d) More than Threshold F of such Community Water Systems that serve less than 3,300 people; or

(e) More than Threshold G of the subset of such Community Water Systems that are a plaintiff as of the Settlement Date in any Litigation against any of the Settling Defendants.

10.1.3. **Other Community Water Systems**. With respect to Community Water Systems described in Paragraph 5.1.1(b) of this Settlement Agreement that are not also within Paragraph 5.1.1(a) (other than those serving more than 500,000 people), timely and valid Requests for Exclusion from the Settlement Class are received from:

(a) More than Threshold H of such Community Water Systems that serve 100,001 to 500,000 people; or

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

(c) More than Threshold J of such Community Water Systems that serve 3,300 to 10,000 people.

10.1.4. **Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems.** With respect to Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems that are part of the Settlement Class (under either Paragraph 5.1.1(a) or (b)), timely and valid Requests for Exclusion from the Settlement Class are received from more than Threshold K of such Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems, in the aggregate.

10.2. For purposes of any of the conditions in Paragraph 10.1:

10.2.1. percentages will be calculated using as the denominator the number of Public Water Systems in each category listed on Annex 1 to the separate letter agreement between Class Representatives and the Settling Defendants to be filed under seal with the Court; and

10.2.2. a Public Water System otherwise within the Settlement Class will be counted towards the applicable threshold specified above if a timely and valid Request for Exclusion from the Settlement Class is received from either (a) the Public Water System itself or (b) from an Entity that is legally responsible for funding (by statute, regulation, other law, or contract) a Public Water System described in clauses (a) or (b) of Paragraph 5.1.1 or that has authority to bring a Claim on behalf of such a Public Water System.

10.3. **Time Period to Exercise Walk-Away Right**. Settling Defendants will have access to the Requests for Exclusion as they are served on the Notice Administrator and the Parties. Settling Defendants will have fourteen (14) Business Days after the deadline for submitting Requests for Exclusion to provide notice to Class Counsel of the exercise of the Walk-Away Right if any of the conditions in Paragraph 10.1 is satisfied. If the Settling Defendants do not collectively provide notice of exercise of the Walk-Away Right to Class Counsel in accordance with this Paragraph 10.3, the Walk-Away Right shall be waived.

10.4. **Effect of Exercising the Walk-Away Right**. The Escrow Agent shall, within seven (7) calendar days of receiving written notice of the Settling Defendants' exercise of the Walk-Away Right, repay to Settling Defendants the Termination Refund. This Settlement Agreement shall thereupon terminate, and this Settlement Agreement, Settling Defendants' obligations under it, and all Releases shall become null and void. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation for all purposes will revert to its status as of the Settlement Date. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in this case. Likewise, the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

10.5. **Walk-Away Right Disputes**. Any disputes relating to whether the conditions to exercise of the Settling Defendants' Walk-Away Right have been satisfied shall be submitted to the Court, and said decision by the Court shall be final, binding, and non-appealable.

11. DISTRIBUTIONS

11.1. **Notice and Administration**. All costs of notice and administration of the Settlement shall be paid from the Settlement Funds in accordance with the provisions of this Settlement Agreement. Settling Defendants shall have no obligation for any such fees, costs, and expenses other than their payment obligations under Paragraph 6.1.

11.2. **Attorneys' Fees and Costs**. Interim Class Counsel intend to file a motion for fees and costs that will request that amounts due under the Holdback Provisions set forth in CMO No. 3, private attorney/client contracts, and fees of Class Counsel all be paid from the Qualified Settlement Fund, but any such costs and fees of Class Counsel must be approved by the Court. Any such award shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Funds are distributed to Qualifying Settlement Class Members, upon production to the Escrow Agent of a copy of the order, no later than seven (7) days after the Effective Date or such later date as the award may become payable under the Court's order. Settling Defendants shall have no obligation for any such award other than their payment obligations under Paragraph 6.1.

11.3. **Distribution to Qualifying Settlement Class Members.** All monetary awards to Qualifying Settlement Class Members will be strictly governed by the Allocation Procedures, attached as Exhibit C. The Allocation Procedures are designed to fairly and equitably allocate the settlement among Qualifying Settlement Class Members to resolve PFAS contamination in Drinking Water in Public Water Systems in such a way that reflects facts used in designing a water treatment system in connection with such contamination. The Claims Administrator will provide a copy of submitted Claims Forms to Settling Defendants.

11.4. **Submission of Claims**. Qualifying Settlement Class Members will be required to comply with strict deadlines for Claims Forms. The Allocation Procedures specify, among other requirements, that a Settlement Class Member will not be allocated nor receive any share of the Settlement Funds if it does not complete and timely submit a Claims Form.

11.5. **Allocation**:

11.5.1. The Settlement Amount less the amounts paid out pursuant to Paragraphs 6.2.3, 11.1. and 11.2 (the "Restitution Amount") shall be allocated among the Qualifying Settlement Class Members pursuant to the Allocation Procedures as specified in Exhibit C to this Settlement Agreement.

11.5.2. Each of the Settling Defendants and the Settlement Class Members acknowledges and agrees that:

(a) The Class Representatives sought compensatory restitution and remediation (within the meaning of Section 162(f)(2)(A) of the Code) as

damages for alleged harms suffered by the Settlement Class Members relating to the Released Claims and PFAS manufactured or sold by Settling Defendants;

(b) The Restitution Amount is being paid solely as compensatory restitution and remediation for the alleged harms described in Paragraph 11.5.2(a) allegedly suffered by the Settlement Class Members, and the portion of the Restitution Amount received by each Settlement Class Member is being paid solely as compensatory restitution and/or remediation for such alleged harms allegedly suffered by such Settlement Class Member.

(c) The payment of the Restitution Amount by Settling Defendants constitutes, and is paid (i) as restitution for alleged PFAS contamination, and/or (ii) for remediation by the Settlement Class Members of alleged PFAS contamination (including the installation of upgraded filtration systems and increased operating expenses associated therewith), which restitution or remediation has had or will have a direct nexus or connection with the alleged harms described in Paragraph 11.5.2(a). Payment by Settling Defendants of the Restitution Amount is intended to restore, in whole or in part, the Settlement Class Members to the same or substantially similar position or condition they would have been in had the Settlement Class Members not suffered the alleged harms described in Paragraph 11.5.2(a). Each Settlement Class Member agrees that it will use the Allocated Amount it receives in a manner consistent with this Paragraph 11.5.

(d) For the avoidance of doubt, no portion of the Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

11.6. **Tax Cooperation and Reporting**:

11.6.1. Upon request by any Settling Defendant, the Qualifying Settlement Class Members agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Settling Defendants to establish the statements set forth in Paragraph 11.5.2 to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations § 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance. Without limiting the generality of the foregoing, each Qualifying Settlement Class Member shall cooperate in good faith with any Settling Defendant with respect to any Tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Settlement Agreement.

11.6.2. Each Qualifying Settlement Class Member agrees that, as a condition to its receipt of the Allocated Amount, it will provide the Claims Administrator with (a) a duly completed and executed IRS Form 1098-F with respect to each Settling Defendant (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant and (b) written authorization substantially in the form of Exhibit K attached hereto for the Claims Administrator to file such Forms 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) with the IRS and to provide such written statement to each Settling Defendant on such Qualifying Settlement Class Member's behalf. Each Qualifying Settlement Class Member agrees that it will prepare any IRS Form 1098-F (or other information return that may be required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) and written statement required to be delivered pursuant to the preceding sentence in a manner fully consistent with Paragraph 11.5.2, including by reporting its portion of the Restitution Amount as "Restitution/remediation amount" in Box 3 of IRS Form 1098-F. The Claims Administrator shall advise each Qualifying Settlement Class Member of its Allocated Amount to facilitate compliance with this Paragraph 11.6.2. As may be mutually agreed by the Parties, this clause may be modified to facilitate submission of IRS Forms 1098-F as may be necessary.

12. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

12.1. **Release**.

12.1.1. Upon entry of the Final Judgment, the Releasing Persons shall have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Persons from any and all Claims arising out of or relating to conduct by, or liability of, Released Persons before the Settlement Date, (i) that arise from or relate to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); (ii) that arise from or relate to the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF; (iii) for any type of relief with respect to the installation, maintenance, or operation of, and cost associated with any kind of treatment, filtration, remediation, testing, or monitoring of PFAS by any Settlement Class Member with respect to PFAS that entered Drinking Water of a Public Water System within the Settlement Class, its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6); or (iv) that were or could have been asserted in the Litigation (all of the foregoing Claims, the "Released Claims").

12.1.2. Without limiting Paragraph 12.1.1, the Released Claims include Claims that arise out of or relate to the discharge, remediation, testing, monitoring, treatment or processing of water by a Public Water System within the Settlement Class (including stormwater or wastewater) with respect to PFAS that entered its Water Sources, its facilities or real property, or any of its Test Sites at any time before the Settlement Date (as set forth in Paragraph 12.6), *except* (a) where a Settlement Class Member also owns real property or owns or operates a facility that is separate from and not related to a Public Water System and does not provide Drinking Water (*e.g.*, a separate wastewater or stormwater system or airports or fire training facilities that are not related to a Public Water System), Claims relating to the discharge, remediation, testing, monitoring, treatment or processing of stormwater or wastewater at or by such separate real property or facility are preserved to the extent such Claims seek damages not arising from or relating to alleged harm to Drinking Water, or (b) if the EPA or a State establishes additional requirements (including a condition or requirement in a State-issued permit) after the Settlement Date with respect to the discharge, remediation, testing, monitoring, treatment or processing of PFAS-containing stormwater or wastewater, such Claims relating to stormwater or wastewater are preserved to the extent they seek to recover for additional compliance costs imposed on the Settlement Class Member by such new requirements above the compliance costs under laws, regulations, directives or requirements existing as of the Settlement Date.

12.1.3. Notwithstanding Paragraphs 12.1.1 and 12.1.2, (x) the Released Claims shall not include Claims that arise from or relate to a Test Site as to which PFAS is deemed under Paragraph 12.6 to have entered the water or facilities or real property of the Public Water System after the Settlement Date; and (y) any Releasing Person that is not a Public Water System but that is legally responsible for funding (by statute, regulation, other law, or contract) or that has authority to bring a Claim on behalf of, or to seek recovery for harm to, a Public Water System in the Settlement Class or the Public Water System's ability to provide safe or compliant Drinking Water, gives the release only to the extent of Claims that seek to recover for alleged harm to such Public Water System, and "Released Claims" shall not include other Claims of such Releasing Person.

12.1.4. This Agreement shall not release any Claims owned by a State or the federal government where brought, respectively, by the State or the federal government.

12.2. **Covenant Not to Sue**. The Releasing Persons shall not at any time hereafter, in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted on their, his, her, or its behalf, or on behalf of any other Person, any Claim alleging or asserting any Released Claims or challenging the validity of the release set forth in Paragraph 12.1 of this Settlement Agreement. If any such Claim exists in any court, tribunal or other forum as of the Effective Date, the Releasing Persons covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith. The Releasing Persons consent to the jurisdiction of this Court or, at Settling

Defendants' sole option, any other court having jurisdiction to enter an injunction barring them from commencing or prosecuting any Claim, or seeking other benefits, based upon the Released Claims.

12.3. **Dismissal**. In accordance with the foregoing release and covenant not to sue, from and after the Effective Date, all pending Litigation shall be dismissed with prejudice to the extent it contains Released Claims against Released Persons. The Order Granting Final Approval shall provide for such dismissals. Any plaintiff in a Litigation asserting Claims against Released Persons that the plaintiff believes are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) shall execute a stipulation of partial dismissal with prejudice in the form provided for in Exhibit L within thirty (30) calendar days of the Effective Date; provided, however, that in the event that any such plaintiff fails to file the required stipulation of dismissal in a Litigation within thirty (30) calendar days of the Effective Date, such Litigation shall be dismissed by operation of the Order Granting Final Approval (x) with prejudice to the extent it contains Released Claims against Released Persons, and (y) without prejudice to the extent it contains Claims against Released Persons that are preserved under Paragraphs 12.1.2(a) or 12.1.3(y). With respect to any Claims that are not dismissed or that are dismissed without prejudice under this Paragraph, Released Persons shall retain all defenses, including the right to argue that the Claim is not preserved and is released.

12.4. **Injunction**. From and after the Effective Date, by operation of the Order Granting Final Approval, the Parties agree that each and every Settlement Class Member will be permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action with respect to any and all Released Claims.

12.5. **Exclusive Remedy**. The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Persons with respect to any Released Claims, and the Released Persons shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Settlement Agreement. The Parties agree, and the Order Granting Final Approval shall provide, that the relief provided in this Settlement Agreement fairly and adequately remedies any harm arising out of or relating to Public Water Systems in the Settlement Class to the extent allegedly caused by any Released Person that arises from or relates to PFAS in or affecting each such Public Water System or otherwise arises from or relates to any Released Claim. Nothing herein releases any Claim by any Releasing Person against any Non-Released Person.

12.6. **Future PFAS Discovery**. The following shall apply for purposes of applying the release provisions of this Section 12:

12.6.1. Each Public Water System in the Settlement Class that submits a Claims Form (or any Entity that submits a Claims Form on behalf of such Public Water System) shall certify that it has tested all of its Test Sites for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if

stricter) (such methodology being the "Testing Methodology"); provided, however, that:

(a) if a Test Site was tested on or before the Settlement Date and found to contain any PFAS at any level, such Test Site with a previous detection of PFAS need not be tested again and shall be treated for purposes of this Paragraph 12.6 as if it were tested under the Testing Methodology during the required time period, and

(b) if a Public Water System has multiple Test Sites that are surface water intakes drawing from the same surface water source (*e.g.*, river, lake, reservoir), the Public Water System may perform the testing under the Testing Methodology required by this Paragraph 12.6.1 at either (i) each such Test Site; or (ii) an entry point to the distribution system fed by all such Test Sites, in which case the result of such testing (*i.e.*, detection or non-detection of PFAS) shall apply for purposes of this Paragraph 12.6 to all such Test Sites that feed the entry point.

12.6.2. If for any reason, a Public Water System in the Settlement Class does not certify that it has tested all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System's Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.3. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline and detects PFAS at any level in all such Test Sites, the Public Water System (and all other Persons who are Releasing Persons by virtue of their relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 in full, including as to all Claims relating to each of its Test Sites. Any PFAS detected in any of such Public Water System's Drinking Water, Water Sources, Test Sites, facilities or real property, or discharge water after the Settlement Date shall be deemed to have entered the water or facilities or real property before the Settlement Date and thus to be within the temporal scope of the release.

12.6.4. If a Public Water System in the Settlement Class tests all of its Test Sites under the Testing Methodology before the UCMR 5 Deadline but after U.S. EPA's announcement of the testing requirements of UCMR 5, and such testing detects no PFAS at any level in an individual Test Site, any PFAS subsequently detected in the same Test Site will be deemed to have entered the water after the Settlement Date and thus to be outside the temporal scope of the release. The Public Water System (and all other Persons who are Releasing Persons by virtue of their

relationship or association with such Public Water System) will be deemed to give the release set forth in Paragraph 12.1 as to all Claims except those Claims relating to the individual Test Site(s) in which no PFAS at any level was detected in testing under the Testing Methodology.

12.6.5. Notwithstanding Paragraph 12.6.4, if a Public Water System in the Settlement Class chooses to treat PFAS contamination at an aggregation point, any preservation of Claims under Paragraph 12.6.4 as to a Test Site that feeds that aggregation point shall be limited to Claims for recovery of additional costs (if any) of treating PFAS contamination at that aggregation point that arise from the subsequent detection of PFAS at that Test Site. Nothing in this Settlement Agreement shall obligate a Public Water System to treat PFAS contamination at an aggregation point.

12.6.6. Nothing in this Paragraph 12.6 shall be interpreted to bring within the scope of the release any Claim that is excepted from the release under Paragraph 12.1.2(a) or (b).

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

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

12.7.2. If a Released Claim asserted by a Settlement Class Member gives rise to a Claim-Over against a Released Person and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 12.7.1, the Settlement Class Member shall reduce the amount of any judgment it obtains against the Non-Released Person who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. Nothing herein prevents a Settlement Class Member from pursuing litigation against a Non-Released Person and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Person to fully extinguish a Claim-Over under applicable law.

12.7.3. To the extent that, on or after the Settlement Date, any Settlement Class Member enters into a settlement with any Non-Released Person on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, the Settlement Class Member will obtain from such Non-Released Person a prohibition on contribution or indemnity of any kind, substantially equivalent to that required from Settling Defendants in Paragraph 12.7.4, or a release from such

Non-Released Person in favor of the Released Persons (in a form equivalent to the releases contained in this Settlement Agreement) of any Claim-Over.

12.7.4. No Released Person shall seek to recover for amounts paid under this Settlement Agreement based on contribution, indemnification or any other theory from any Non-Released Person; provided, however, that a Released Person shall be relieved of this prohibition with respect to any Non-Released Person that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Person from recovering amounts owed pursuant to insurance contracts.

12.8. **Liens**. Each Settlement Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Settlement Class Member, including without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other Persons who may claim through them in a derivative manner.

12.9. **Waiver of Statutory Rights**. To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

To the extent the provisions apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

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

To the extent the laws apply, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Settlement Class Members (on behalf of themselves and their associated Releasing Persons) acknowledge that they are aware that they or their attorneys

may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all of the Released Claims against Released Persons. The release thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

13. MISCELLANEOUS PROVISIONS

13.1. **Continuing Jurisdiction**. The Court shall have and retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Settlement Agreement.

13.2. **Cooperation**. The Parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all of its terms. Settling Defendants shall provide all information reasonably necessary to assist Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, Settling Defendants, and Settling Defendants' Counsel agree to support this Settlement Agreement, to recommend its approval to the Court, and to use all reasonable efforts to give force and effect to its terms and conditions; provided, however, that no Party shall be required to agree to any modification to this Settlement Agreement or its Exhibits. Neither the Class Representatives, Class Counsel, Settling Defendants, Settling Defendants' agents, nor Settling Defendants' Counsel shall in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Settlement Class Member to file a Request for Exclusion.

13.3. **No Admission of Wrongdoing or Liability**. Settling Defendants do not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation or any other suit, action, or proceeding, and nothing in this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval shall be interpreted to suggest anything to the contrary. Nothing in this Settlement Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Settlement Agreement and settled the Released Claims, shall be construed, deemed, or offered as an admission or concession by any of the Parties or Settlement Class Members or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of this Settlement Agreement, the Order Granting Preliminary Approval, or the Order Granting Final Approval, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, relative degree of fault, release, or other similar theory asserted by any of the Released Persons. The Settling Defendants retain full rights to contest the certification of any class for litigation purposes.

13.4. **No Admission as to PFAS**. Nothing in this Settlement Agreement, including the definition of PFAS, shall be used as evidence or an admission (or be construed as evidence or an admission) that any Settling Defendant developed, manufactured, formulated, distributed, sold, transported, stored, loaded, mixed, applied, or used PFAS alone or in products that contain PFAS as an active ingredient, byproduct, or degradation product, including AFFF, or otherwise had any contact or dealings with any particular PFAS.

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

13.6. **Other Settlements.** In the event that any of Class Representatives or any of Class Counsel enter into another actual or proposed settlement with any defendant in the MDL between the Settlement Date and Final Approval that contains a definition of PFAS that differs from the definition set forth herein, Settling Defendants shall have the option, in their sole discretion, to substitute such different definition for the definition set forth herein.

13.7. **Construction of Settlement Agreement**. The Parties acknowledge as part of the execution hereof that this Settlement Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Settlement Agreement shall not be presumptively construed against any of the Parties. This Settlement Agreement shall be construed as having been drafted by all the Parties, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

13.8. **Arm's-Length Transaction**. The Parties each acknowledge that the negotiations leading up to this Settlement Agreement were conducted in good faith and at arm's length; this Settlement Agreement is made and executed by and of each Party's own free will; each Party knows all of the relevant facts and its rights in connection therewith; and each Party has not been improperly influenced or induced to agree to this Settlement as a result of any act or action on the part of any other Party or employee, agent, attorney, or representative of any other Party.

13.9. **Third-Party Beneficiaries**. This Settlement Agreement does not create any third-party beneficiaries, except Settlement Class Members and Released Persons other than Settling Defendants.

13.10. **Entire Agreement**. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement. This Settlement Agreement, including its Exhibits, constitutes the entire agreement among the Parties and Settlement Class Members with regard to the subject matter contained herein, and supersedes and cancels all prior and contemporaneous agreements, negotiations, commitments, and understandings among the Parties with respect to the specific subject matter hereof.

13.11. **Binding Effect**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Settlement Class Members, and the Released Persons, and their respective heirs, successors and assigns. This Settlement Agreement shall have such effect as provided by applicable law (*e.g.*, res judicata, reduction of alleged damages) on Claims by all Persons (including any Person who is excepted from the definition of Releasing Persons or the release in Paragraph 12.1) whether or not such Claims are released hereunder, and no Settlement Class Member shall (a) authorize any such other Person to bring a Released Claim on its behalf or to seek damages arising from harm to it within the scope of the release in Paragraph 12.1, or (b) provide any material or financial support to any such other Person in taking any of the actions referenced in clause (a). Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf each Settling Defendant hereby represents and warrants that s/he has the power and authority to enter into this Settlement Agreement on behalf of such Settling Defendant, as well as the power and authority to bind such Settling Defendant to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Class Counsel executing this Settlement Agreement represents and warrants that s/he has the authority to enter into this Settlement Agreement on behalf of Class Representatives and to bind Class Representatives.

13.12. **Waiver**. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

13.13. **Specific Performance**. The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement, other than as to any term requiring payment of money, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

13.14. **Force Majeure**. The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

13.15. **Confidentiality**. The Parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in this case, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent Settling Defendants from disclosing such information to their insurers if requested by those insurers. The Parties may, at their discretion, issue publicity, press release, or other public statements regarding this Settlement, whether unilaterally or as jointly agreed to in writing

by all Parties. Any jointly agreed or other statement shall not limit Settling Defendants' ability to provide information about the Settlement to their employees, accountants, attorneys, insurers, shareholders, or other stakeholders or in accordance with legal requirements, or to limit Class Counsel's ability to provide Notice or information about the Settlement to Settlement Class Members or in accordance with legal requirements.

13.16. **Exhibits**. All exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of the exhibits are expressly made a part of this Settlement Agreement.

13.17. **Notices to Parties**. Any notice, request, instruction, or other document to be delivered pursuant to this Settlement Agreement shall be sent to the appropriate Party by (i) electronic mail; and (ii) overnight courier, delivery confirmation requested:

If to Settling Defendants:

The Chemours Company
Office of the General Counsel
1007 Market Street
Wilmington, DE 19801
Attn: Kristine M. Wellman
kristine.m.wellman@chemours.com

With a copy to:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
jmwintner@wlrk.com
gwmeli@wlrk.com

DuPont de Nemours, Inc.
974 Centre Rd.
Wilmington, DE 19806
Attn: Erik T. Hoover
erik.t.hoover@dupont.com

With a copy to:

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
kevin.vanwart@kirkland.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornel B. Fuerer
cornel.b.fuerer@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

EIDP, Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Thomas A. Warnock
thomas.a.warnock@corteva.com

With a copy to:

Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

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

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
San Juan, Puerto Rico 00907
PNapoli@NSPRLaw.com

Scott Summy
Baron & Budd
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

Elizabeth A. Fegan
Fegan Scott
150 S Wacker Dr, 24th Floor
Chicago, Il 60606
Beth@feganscott.com

13.18. **Governing Law**. This Settlement Agreement, including its construction and interpretation, shall be governed by and construed in accordance with the substantive law of the State of South Carolina, without regard to any choice-of-law rules that would require the application of the law of another jurisdiction.

13.19. **When Settlement Agreement Becomes Effective**. This Settlement Agreement shall become effective upon its execution by Settling Defendants and Class Counsel on the Settlement Date, subject to the approval of the Court and the termination provisions set forth herein.

13.20. **Counterparts**. This Settlement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all Parties.

13.21. **Captions**. The captions, titles, headings, or subheadings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

13.22. **Electronic Signatures**. Any Party may execute this Settlement Agreement by having their respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all of the Parties. Any signature made and transmitted electronically for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement, and shall be binding upon the Party transmitting their signature electronically.

13.22 **Effect on Existing EPA Consent Order Obligations or *Leach* Settlement.** Nothing in this Settlement Agreement is intended to nor shall alter, change, or amend any obligations of any Settling Defendant or Released Persons under (a) the 2009 Administrative Order on

Consent entered into with the United States Environmental Protection Agency as set forth in Docket Nos. SDWA-03-2009-0127-DS and SDWA-05-2009-0001, and as amended, including the First Amendment of January 5, 2017; or (b) the November 17, 2004 Class Action Settlement Agreement in *Leach et al. v. E.I. du Pont de Nemours and Co.* et al., Case No. 01-C-608 (Wood Cty. W. Va. Cir. Ct.).

Agreed to this 30th day of June, 2023.

CLASS COUNSEL:

By: _____
Michael A. London
DOUGLAS & LONDON, P.C.
59 Maiden Lane, 6th Floor
New York, NY 10038

By: _____
Scott Summy
BARON & BUDD, P.C.
3102 Oak Lawn Avenue
Suite 1100
Dallas, Texas, 75219

By: _____
Paul J. Napoli
NAPOLI SHKOLNIK
1302 Ponce de Leon
San Juan, Puerto Rico 00907

By: _____
Elizabeth A. Fegan
FEGAN SCOTT LLC
150 S. Wacker Dr., 24th Fl.
Chicago, IL 60606

SETTLING DEFENDANTS:

The Chemours Company

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President, General Counsel and Corporate Secretary

The Chemours Company FC, LLC

By: _____
Name: Kristine M. Wellman
Title: Senior Vice President and General Counsel

DuPont de Nemours, Inc.

By: _____
Name: Erik T. Hoover
Title: Senior Vice President and General Counsel

Corteva, Inc.

By: _____
Name: Cornel B. Fuerer
Title: Senior Vice President, General Counsel

E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____
Name: Thomas A. Warnock
Title: Associate General Counsel and Assistant Secretary

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By: Thomas A. Warnock
Name: Thomas A. Warnock
Title: Associate General Counsel and Assistant Secretary

Table of Contents

Exhibit	Document	Referenced in MSA Section
A	Proposed Preliminary Approval Order	§ 2.35; § 9.1.1; § 9.2.1; §9.2.2; § 9.3
B	Proposed Final Approval Order	§ 2.34; § 9.1.2; § 9.8.1; § 9.8.3
C	Allocation Procedures	§ 2.3; § 3.3; § 8.4; § 8.12; § 11.3; § 11.5.1
D	Claims Forms	§ 2.8; § 3.3
E	Long Form Notice	§ 2.30; § 9.2.1; § 9.2.2
F	Summary Notice	§ 2.59
G	Notice Plan	§ 2.32; § 9.2.1
H	Escrow Agreement	§ 2.20
I	Excluded state-owned Public Water Systems	§ 5.1.2(b); § 5.1.2(d); § 5.1.3
J	Excluded federal-owned Public Water Systems	§ 5.1.2(c); § 5.1.2(d); § 5.1.3
K	IRS Form 1098-F Authorization Letter	§ 11.6.2
L	Stipulation of Dismissal	§ 12.3

EXHIBIT A

EXHIBIT A: [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

Before the Court is the Motion of proposed Class Counsel for Preliminary Approval of Settlement Agreement (the "Preliminary Approval Motion"), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) approval of the form of Notice to the Settlement Class; (4) approval of the Notice Plan; (5) appointment of Class Counsel; (6) appointment of Class Representatives; (7) appointment of the Notice Administrator; (8) appointment of the Claims Administrator; (9) appointment of the Special Master; (10) appointment of the Escrow Agent; (11) approval of the Escrow Agreement; (12) establishment of the Qualified Settlement Fund; (13) scheduling of a Final Fairness Hearing; and (14) a stay of all proceedings brought by Releasing Persons in the MDL and in other Litigation in any forum as to Settling Defendants, and an injunction against the filing of any new such proceedings.

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) 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.;

WHEREAS, the Court, for the purposes of this Order Granting Preliminary Approval, adopts all defined terms as set forth in the Settlement Agreement;

WHEREAS, this matter has come before the Court pursuant to the Preliminary Approval Motion;

WHEREAS, Settling Defendants do not oppose the Court's entry of this Order Granting Preliminary Approval;

WHEREAS, the Court finds that it has jurisdiction over the action and each of the Parties for purposes of settlement and asserts jurisdiction over the Class Representatives for purposes of considering and effectuating the Settlement Agreement;

[WHEREAS, the Court held a hearing on the Preliminary Approval Motion on _____**, 2023**; and]

WHEREAS, the Court has considered all of the presentations and submissions related to the Preliminary Approval Motion and, having presided over and managed the proceedings in the MDL as Transferee Judge since December 7, 2018, pursuant to the Transfer Order of the same date, is familiar with the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

IT IS HEREBY ORDERED AS FOLLOWS:

I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Court finds that the requirements of Rules 23(a)(1)-(4), 23(b), and 23(e) of the Federal Rules of Civil Procedure have been satisfied for purposes of preliminary approval of the Settlement Agreement, such that notice of the Settlement Agreement should be directed to Settlement Class Members and a Final Fairness Hearing should be set.

2. The Settlement Agreement, including all Exhibits attached thereto, is preliminarily approved by the Court.

II. FINDINGS REGARDING THE SETTLEMENT CLASS

3. The Settlement Class consists of, only for purposes of the Settlement Agreement:

(a) All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, 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 the Settlement Date, 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.

4. 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 otherwise falling within clauses (a) or (b) of Paragraph 3 of this Order 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, which systems

within clauses (a) and (b)(i) of Paragraph 3 of this Order are 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, which systems within clauses (a) and (b)(i) of Paragraph 3 of this Order are 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.

5. The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the proposed Settlement Agreement. The Settlement Class is likely to meet the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a)(1)-(4) of the Federal Rules of Civil Procedure and the predominance and superiority requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure.

6. The following Class Representatives are preliminarily appointed for purposes of the Settlement: City of Camden Water Services; City of Brockton; City of Sioux Falls; California Water Service Company; City of Delray Beach; Coraopolis Water & Sewer Authority; Verona; Dutchess County Water and Wastewater Authority and Dalton Farms Water System; South Shore; City of Freeport; Martinsburg Municipal Authority; Seaman Cottages; Village of Bridgeport; City of Benwood; Niagara County; City of Pineville; City of Iuka; and City of Amory.

7. Michael A. London and the law firm of Douglas & London; Scott Summy and the law firm of Baron & Budd; Paul J. Napoli and the law firm of Napoli Shkolnik; and Elizabeth

Fegan and the law firm of Fegan Scott LLC are preliminarily appointed as Class Counsel under Rule 23(g)(3) of the Federal Rules of Civil Procedure.

III. FINDINGS REGARDING THE SETTLEMENT AGREEMENT

8. Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, in order to approve the proposed Settlement Agreement, the Court must determine whether it is fair, reasonable, and adequate. Rule 23(e)(2) sets forth factors that the Court must consider in reaching that determination.

9. The Parties have provided the Court sufficient information, including in the Preliminary Approval Motion and related submissions and presentations, to enable the Court to determine whether to give notice of the proposed Settlement Agreement to the Settlement Class. The proposed Settlement Agreement is the product of intensive, arm's-length, non-collusive negotiations overseen by the Court-appointed mediator, Honorable Layn Phillips; has no obvious deficiencies; does not improperly grant preferential treatment to the Class Representatives; and is fair, reasonable, and adequate. Accordingly, the Court has taken the Rule 23(e)(2) factors and applicable precedent into account in finding that it will likely be able to approve the proposed Settlement Agreement as fair, reasonable, and adequate.

10. The Court finds that it will likely be able to approve, under Rule 23(e)(2) of the Federal Rules of Civil Procedure, the proposed Settlement Agreement.

IV. NOTICE TO SETTLEMENT CLASS MEMBERS

11. Under Rule 23(c)(2) of the Federal Rules of Civil Procedure, the Court finds that the Notice set forth in Exhibit E to the Settlement Agreement, the Summary Notice set forth in Exhibit F to the Settlement Agreement, and the Notice Plan set forth in Exhibit G to the Settlement Agreement, (a) is the best practicable notice; (b) is reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this action and the Settlement Agreement

and of their right to object to or exclude themselves from the proposed Settlement Class; (c) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice; and (d) meets all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and other applicable laws and rules.

12. The Court approves the Notice, the Summary Notice, and the Notice Plan, and hereby directs that the Notice and the Summary Notice be disseminated pursuant to the Notice Plan to Settlement Class Members under Rule 23(e)(1) of the Federal Rules of Civil Procedure.

13. The Notice Plan shall commence no later than fourteen (14) calendar days after entry of this Order Granting Preliminary Approval, on **_____, 2023**, so as to commence the period during which Settlement Class Members may opt out from the Settlement Class and Settlement or object to the Settlement.

V. PROCEDURE FOR REQUESTS FOR EXCLUSION AND OBJECTIONS

14. The procedure for Requests for Exclusion set forth in Paragraph 9.7 of the Settlement Agreement and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement are approved.

15. Any Settlement Class Member wishing to opt out of the Settlement Class and Settlement must submit a written Request for Exclusion to the Notice Administrator, and serve a copy of such written request on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. Such written request must be received by the Notice Administrator no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the opt out period. The last day of the opt out period is **_____, 2023**.

16. To be effective, 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: (a) provide an affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion; (b) provide the filer's name, address, telephone and facsimile number and email address (if available); (c) provide the name, address, telephone number, and e-mail address (if available) of the Person whose exclusion is requested; and (d) be received by the Notice Administrator no later than the date specified in Paragraph 15 of this Order. No "mass," "class," "group" or otherwise combined Request for Exclusion shall be valid, and no Person within the Settlement Class may submit a Request for Exclusion on behalf of any other Settlement Class Member. 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 Paragraphs 19 through 21 of this Order, shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

17. Pursuant to Section 10 of the Settlement Agreement, the Settling Defendants shall have the option, in their sole discretion, to terminate the Settlement Agreement following notice of Requests for Exclusion if any of the conditions set forth in Paragraph 10.1 of the Settlement Agreement are satisfied. Settling Defendants shall have until fourteen (14) Business Days after the deadline for submitting Requests for Exclusion set forth in Paragraph 15 of this Order to provide Class Counsel notice of their exercise of the Walk-Away Right. The Notice Administrator shall provide Settling Defendants access to all Requests for Exclusion as they are served on the Notice Administrator.

18. The procedure for objecting to the Settlement or to an award of fees or expenses to Class Counsel, as set forth in Paragraph 9.6 of the Settlement Agreement, is approved.

19. A 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 serve a copy of such Objection on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Settlement Class Member and must provide (a) an affidavit or other proof of the Settlement Class Member's standing; (b) the name, address, telephone and facsimile number and email address (if available) of the filer and the Settlement Class Member; (c) the name, address, telephone, and facsimile number and email address (if available) of any counsel representing the Settlement Class Member; (d) 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; (e) an indication as to whether the Settlement Class Member wishes to appear at the Final Fairness Hearing; and (f) the identity of all witnesses the Settlement Class Member may call to testify.

20. All Objections shall be filed and served no later than the date sixty (60) calendar days following the commencement of the Notice Plan (as described in Paragraph 13 of this Order), which is the last day of the objection period. The last day of the objection period is **_____, 2023**. Any Objection not filed and served by such date shall be deemed waived.

21. A Settlement Class Member may object either on its own or through an attorney hired at that Settlement Class Member's own expense, provided the Settlement Class Member has

not submitted a written Request for Exclusion. An attorney asserting objections on behalf of a Settlement Class Member must, no later than the deadline for filing Objections specified in Paragraph 20 of this Order, file a notice of appearance with the Clerk of Court and serve a copy of such notice on Class Counsel and Settling Defendants' Counsel at the addresses set forth in the Notice.

22. Any Settlement Class Member who fully complies with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Settlement Class Member who fails to comply with the provisions of Paragraph 9.6 of the Settlement Agreement and Paragraphs 19 through 21 of this Order shall waive and forfeit any and all objections the Settlement Class Member may have asserted.

23. The assertion of an Objection does not operate to opt the Person asserting it out of, or otherwise exclude that Person from, the Settlement Class. A Person within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Request for Exclusion in accordance with the provisions of Paragraph 9.7 of the Settlement Agreement and Paragraphs 15 to 16 this Order.

24. No later than fifteen (15) calendar days prior to the date set for the Fairness Hearing, *i.e.*, by **_____, 202__**, the Notice Administrator shall prepare and file with the Court, and serve on Class Counsel and Settling Defendants' Counsel, a list of all Persons who have timely filed and served Requests for Exclusion or Objections.

VI. FINAL FAIRNESS HEARING

25. A Final Fairness Hearing shall take place on the **_____ day of _____, 202_ at _____ o'clock in the a.m./p.m.**, at which the Court will consider submissions regarding the proposed Settlement Agreement, including any Objections, and whether: (a) to approve thereafter

the Settlement Agreement as fair, reasonable, and adequate, pursuant to Rule 23 of the Federal Rules of Civil Procedure, (b) to certify the Settlement Class, and (c) to enter the Order Granting Final Approval; (d) enter judgment dismissing the Released Claims as set forth in the Settlement Agreement; and (e) permanently enjoin any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum as provided in Paragraph 9.8 of the Settlement Agreement. The Final Fairness Hearing shall be subject to adjournment by the Court without further notice, other than that which may be posted by the Court on the Court's website.

26. Class Counsel and Settling Defendants' Counsel shall file any response to any Objections, or any papers in support of Final Approval of the Settlement Agreement, no fewer than fourteen (14) calendar days prior to the date set for the Final Fairness Hearing, *i.e.*, by **_____, 202__**.

27. Class Counsel shall file a motion for attorneys' fees, costs, and Class Representative service awards at least twenty (20) Business Days prior to the deadline for submitting Objections set forth in Paragraph 20 of this Order.

VII. STAY ORDER AND INJUNCTION

28. All litigation in any forum brought by or on behalf of a Releasing Person and that asserts a Released Claim, and all Claims and proceedings therein, are hereby stayed as to the Released Persons, except as to proceedings that may be necessary to implement the Settlement. All Releasing Persons are enjoined from filing or prosecuting any Claim in any forum or jurisdiction (whether federal, state, or otherwise) against any of the Released Persons, and any such filings are stayed; provided, however, that this Paragraph shall not apply to any Person who files a timely and valid Request for Exclusion beginning as of the date such Request for Exclusion becomes effective. The provisions of this Paragraph will remain in effect until the earlier of (i) the Effective Date, in which case such provisions shall be superseded by the provisions of the Order

Granting Final Approval, and (ii) the termination of the Settlement Agreement in accordance with its terms. This Order is entered pursuant to the Court's Rule 23(e) findings set forth above, in aid of its jurisdiction over the members of the proposed Settlement Class and the settlement approval process under Rule 23(e).

VIII. OTHER PROVISIONS

29. Matthew Garretson of Wolf/Garretson LLC, P.O. Box 2806, Park City, UT 8406 is appointed to serve as the Special Master and is appointed as the "administrator" of the Qualified Settlement Fund escrow account within the meaning of Treasury Regulations § 1.468B-2(k)(3).

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

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

32. Steven Weisbrot, Angeion Group, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, is appointed to serve as the Notice Administrator.

33. The Court has reviewed the proposed Escrow Agreement and Section 7 of the Settlement Agreement and approves the Escrow Agreement and Section 7 of the Settlement Agreement and authorizes that the escrow account established pursuant to the Escrow Agreement be established as a "qualified settlement fund" within the meaning of Treasury Regulations § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

34. The "holdback assessment" required by Case Management Order No. 3 (Entry No. 72), entered by the Court on April 26, 2019, shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel.

35. If the Settlement Agreement is terminated or is not consummated for any reason, the Court's findings with respect to certification of the Settlement Class shall be void, the Litigation against the Released Persons for all purposes will revert to its status as of the Settlement Date, and any unexpended Settlement Funds shall be returned to Settling Defendants as provided in Paragraphs 9.9, 9.10, or 10.4 of the Settlement Agreement, as applicable. In such event, Settling Defendants will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Litigation. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

36. The deadlines set forth in Paragraphs 13, 15, 20, and 24 of this Order may be extended, and the Final Fairness Hearing may be adjourned, by Order of the Court, for good cause shown, without further notice to the Settlement Class Members, except that notice of any such extensions or adjournments shall be posted on a website maintained by the Notice Administrator, as set forth in the Notice.

37. Class Counsel, Settling Defendants' Counsel, the Special Master, the Notice Administrator, and the Escrow Agent are authorized to take, without further Court approval, all actions under the Settlement Agreement that are permitted or required to be taken following entry of this Order Granting Preliminary Approval and prior to entry of the Order Granting Final Approval, including effectuation of the Notice Plan.

38. Class Counsel and Settling Defendants' Counsel are authorized to use all reasonable procedures in connection with administration and obtaining approval of the Settlement Agreement that are not materially inconsistent with this Order Granting Preliminary Approval or

the Settlement Agreement, including making, without further approval of the Court or notice to Settlement Class Members, minor changes to the Settlement Agreement, to the form or content of the Notice, or otherwise to the extent the Parties jointly agree such minor changes are reasonable and necessary.

39. The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

SO ORDERED this _____ day of _____, 2023.

_____
The Honorable Richard M. Gergel
United States District Judge

EXHIBIT B

EXHIBIT B: [PROPOSED] ORDER GRANTING FINAL APPROVAL

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-2873**

[PROPOSED] FINAL ORDER AND JUDGMENT
APPROVING SETTLEMENT AGREEMENT

Before the Court is the Motion of Class Counsel for Final Approval of Settlement Agreement (the "Final Approval Motion"), pursuant to Rules 23(a), 23(b), and 23(e) of the Federal Rules of Civil Procedure, which seeks (1) Final Approval of the Settlement Agreement; (2) final certification, for settlement purposes only, of the Settlement Class; (3) a judgment dismissing Claims in the Litigation asserted by Settlement Class Members against Released Persons, and (4) a permanent injunction prohibiting any Settlement Class Member from asserting or pursuing any Released Claim against any Released Person in any forum.

WHEREAS, a proposed Settlement Agreement has been reached by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) 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.;

WHEREAS, the Court, for the purposes of this Final Order and Judgment, adopts all defined terms as set forth in the Settlement Agreement;

WHEREAS, on **_____, 2023**, the Court entered an Order Granting Preliminary Approval that, among other things: (1) preliminarily approved the Settlement Agreement; (2) preliminarily certified the Settlement Class, for settlement purposes only; (3) approved the Notice, Summary Notice, and Notice Plan and directed that notice be disseminated to Settlement Class Members according to the Notice Plan; (4) appointed Class Counsel and Class Representatives; (5) scheduled a Final Fairness Hearing to consider final approval of the Settlement Agreement; and (6) stayed all proceedings in the MDL and other Litigation as to Settling Defendants;

WHEREAS, in the Settlement Agreement, the Settlement Class is defined as follows: (a) all Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, 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 the Settlement Date, 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;

WHEREAS, Paragraph 5.1.2 of the Settlement Agreement specifies certain exclusions from the Settlement Class;

WHEREAS, on **_____, 202**, the Court held the Final Fairness Hearing to consider whether the Settlement Agreement was fair, reasonable, adequate, and in the best interests of the Settlement Class; and

WHEREAS, the Court has considered all of the presentations and submissions related to the Final Approval Motion, including arguments of counsel for the Parties and of the Persons who appeared at the Final Fairness Hearing, and having presided over and managed the proceedings in the MDL as Transferee Judge since December 7, 2018, pursuant to the Transfer Order of the same date, is familiar with the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

IT IS HEREBY ORDERED AS FOLLOWS:

1. This Final Order and Judgment certifies the Settlement Class under Rule 23 of the Federal Rules of Civil Procedure for settlement purposes only.

2. The Court finds that the requirements of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure are met. The Court finds that for settlement purposes: (a) the Settlement Class Members are ascertainable; (b) the Settlement Class Members are so numerous that their joinder is impracticable; (c) there are questions of law and fact common to the Settlement Class; (d) the claims of the Class Representatives are typical of the Settlement Class Members; (e) the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of all Settlement Class Members; and (f) the questions of law or fact common to the Settlement Class predominate over any questions affecting only individual Settlement Class Members, and a class action is superior to other available methods for the fair and efficient resolution of the controversy.

3. The Court confirms the appointment as Class Representatives of _____, who were preliminarily approved in the Order Granting Preliminary Approval.

4. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, the Court confirms the appointment as Class Counsel of Michael A. London and the law firm of Douglas &

London; Scott Summy and the law firm of Baron & Budd; Paul J. Napoli and the law firm of Napoli Shkolnik; and Elizabeth Fegan and the law firm of Fegan Scott LLC, who were preliminarily approved in the Order Granting Preliminary Approval.

5. If a proposed settlement class satisfies Rules 23(a) and (b) of the Federal Rules of Civil Procedure, the Court must determine whether the settlement itself is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2) (enumerating factors the Court must consider). The Court has analyzed the Rule 23(e)(2) factors in light of applicable precedent and has concluded that the Settlement Agreement is fair, reasonable, and adequate.

a. Class Counsel and the Class Representatives have adequately represented the Settlement Class;

b. The Settlement Agreement was negotiated at arm's length under the supervision of the Court-appointed mediator, Honorable Layn Phillips and is recommended by experienced Counsel;

c. The relief provided to the Settlement Class is reasonable, adequate, and fair, taking into account relative strength of the parties' cases as well as the uncertainties of litigation on the merits; the risk, complexity, expense and likely duration of the litigation; and the stage of the litigation, including the factual record developed by the parties; the costs, risks, and delay of trial and appeal in the absence of settlement; the effectiveness of the proposed methods of distributing the Settlement Agreement relief to the Settlement Class; the terms and timing of the proposed fee award; and any agreement required to be identified under Rule 23(e)(3).

d. The Settlement Agreement treats Settlement Class Members equitably relative to each other.

6. Therefore, pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the Court-appointed mediator. The Court further finds that the Parties have evidenced full compliance with the Order Granting Preliminary Approval.

7. The Settlement Class Members and Settling Defendants are ordered to implement, perform, and consummate each of the obligations set forth in the Settlement Agreement in accordance with its terms.

8. All objections to the Settlement Agreement are found to be without merit and are overruled.

9. Notice in the form of the Notice and Summary Notice was provided to Settlement Class Members pursuant to the Notice Plan approved in the Order Granting Preliminary Approval, including direct mailing where practicable. Class Counsel worked together with the Notice Administrator to fashion a Notice Plan that was tailored to the Settlement Class Members. Class Counsel have established that the Notice Plan was implemented.

10. The Court finds that the Notice and Summary Notice disseminated pursuant to the Notice Plan: (a) was implemented in accordance with the Order Granting Preliminary Approval; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members

(i) of the effect of the Settlement Agreement, (ii) of the amount of attorneys' fees and costs sought by Class Counsel, (iii) of their right to submit a Request for Exclusion or to object to any aspect of the Settlement Agreement, and (iv) of their right to appear at the Final Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the Settlement Agreement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause) and other applicable laws and rules.

11. Settling Defendants complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711-1715, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

12. As set forth in Section 12 of the Settlement Agreement, the Releasing Persons have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Persons from any and all Released Claims. Accordingly, the Court hereby orders the dismissal, without further costs, of each case in the MDL and all other pending Litigation brought by or on behalf of a Releasing Person in any forum or jurisdiction (whether federal, state, or otherwise) with prejudice to the extent it contains Released Claims against Released Persons. Any plaintiff in a Litigation asserting Claims against Released Persons that the plaintiff believes are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) of the Settlement Agreement shall execute a stipulation of partial dismissal with prejudice in the form provided for in Exhibit L to the Settlement Agreement within thirty (30) calendar days of the Effective Date; provided, however, that in the event that any such plaintiff fails to file the required stipulation of dismissal in a Litigation within thirty (30) calendar days of the Effective Date, such Litigation shall be dismissed by operation of this Order Granting Final Approval (x) with prejudice

to the extent it contains Released Claims against Released Persons, and (y) without prejudice to the extent it contains Claims against Released Persons that are preserved under Paragraphs 12.1.2(a) or 12.1.3(y) of the Settlement Agreement. With respect to any Claims that are not dismissed or that are dismissed without prejudice under this Paragraph, Released Persons shall retain all defenses, including the right to argue that the Claim is not preserved and is released.

13. All Releasing Persons are permanently barred and enjoined from commencing, filing, initiating, instituting, prosecuting, and/or maintaining any judicial, arbitral, or regulatory action, in any forum or jurisdiction (whether federal, state, or otherwise), with respect to any and all Released Claims or challenging the validity of the releases under the Settlement Agreement. Upon the Effective Date, the injunction set forth in this Paragraph shall supersede the stay and injunction set forth in the Order Granting Preliminary Approval.

14. The relief provided in the Settlement Agreement shall be the exclusive remedy by or on behalf of any and all Releasing Persons with respect to Released Claims, and the Released Persons shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in the Settlement Agreement. The Court finds that the relief provided in the Settlement Agreement fairly and adequately remedies any harm arising out of or relating to Public Water Systems in the Settlement Class to the extent allegedly caused by any Released Person that arises from or relates to PFAS in or affecting each such Public Water System or otherwise arises from or relates to any Released Claim. The Court finds that the Settlement is a good-faith settlement that, by operation of this Final Order and Judgment, has preclusive effect as to any other attempt to seek recovery from a Released Person for alleged harm to a Public Water System that is a Settlement Class Member.

15. The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Person against any Released Person for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Person to any Settlement Class Member or Releasing Person by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Person a Settling Defendant, to the extent that a good-faith settlement (or release thereunder) has such an effect under applicable law, including, without limitation, S.C. Code Ann. § 15-38-50 and similar laws in other states or jurisdictions.

16. As set forth in the Order Granting Preliminary Approval, the Court confirms the appointment of Matthew Garretson of Wolf/Garretson LLC as the Special Master; Steven Weisbrot of Angeion Group as the Notice Administrator; Dustin Mire of Eisner Advisory Group as the Claims Administrator; and Robyn Griffin of Huntington National Bank as the Escrow Agent.

17. The Court retains continuing and exclusive jurisdiction over the Parties and their counsel, all Settlement Class Members, the Special Master, the Notice Administrator, the Claims Administrator, the Escrow Agent, and the Settlement Agreement, to interpret, implement, administer, and enforce the Settlement Agreement and this Final Order and Judgment. In addition, the Parties and the Settlement Class Members are hereby deemed to have submitted to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising from, resulting from, in any way relating to or in connection with the Settlement Agreement. The Court also retains continuing jurisdiction over the Qualified Settlement Fund.

18. This Final Order and Judgment incorporates and makes a part hereof the Settlement Agreement (which includes the Exhibits) filed with the Court on _____, 2023, including definitions of the terms used therein. This Final Order and Judgment shall serve as an

enforceable injunction by the Court for purposes of the Court's continuing jurisdiction related to the Settlement Agreement.

19. This Final Order and Judgment, the Order Granting Preliminary Approval, the Settlement Agreement, and the documents, filings, and proceedings relating thereto, and any actions taken by the Settling Defendants in the negotiation, execution, entry into, or satisfaction of the Settlement Agreement: (a) do not, and shall not be construed or interpreted to, admit or concede any liability or wrongdoing of any Settling Defendant, acknowledge any validity to the Claims asserted in the Litigation, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation or any other suit, action, or proceeding; and (b) shall not be construed, deemed, or offered as an admission or concession by any of the Parties or Settlement Class Members or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of the Settlement Agreement, the Order Granting Preliminary Approval, or this Final Order and Judgment, or (ii) in connection with a defense based on *res judicata*, claim preclusion, collateral estoppel, issue preclusion, relative degree of fault, release, or other similar theory asserted by any of the Released Persons. In the event that the Settlement Agreement does not become effective pursuant to its terms, the Settling Defendants retain full rights to contest certification of any class for litigation purposes.

20. Without further approval from the Court, and without the express written consent of Class Counsel and Settling Defendants' Counsel, on behalf of all Parties, the Settlement Agreement is not subject to any change, modification, amendment, or addition.

21. The terms of the Settlement Agreement and of this Final Order and Judgment are forever binding on the Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all Persons within the definition of the Settlement Class in Paragraph 5.1 of the Settlement Agreement and who did not submit timely and valid Requests for Exclusion that were recognized as such in accordance with the procedures in the Settlement Agreement and the Order Granting Preliminary Approval.

22. Class Counsel are hereby awarded attorneys' fees, costs, and expenses in the amount of _____. Pursuant to Paragraph 11.2 of the Settlement Agreement, such amount shall be paid from the Qualified Settlement Fund by the Escrow Agent to Class Counsel, upon production to the Escrow Agent of a copy of this Order, no later than fourteen (14) calendar days after the Effective Date, if such date occurs. Settling Defendants shall have no obligation for such amounts.

23. The "holdback assessment" required by Case Management Order No. 3 (Entry No. 72), entered by the Court on April 26, 2019, shall be assessed upon the Effective Date, before any portion of the Settlement Funds is distributed to Settlement Class Members or Class Counsel.

24. In the event that the Settlement does not reach Final Judgment, this Final Order and Judgment, the Order Granting Preliminary Approval, and any other orders of the Court relating to the Settlement Agreement shall be deemed vacated, null and void, and of no further force or effect, except as otherwise provided by the Settlement Agreement, and any unexpended Settlement Funds shall be returned to Settling Defendants as provided in Paragraph 9.10 of the Settlement Agreement.

SO ORDERED this _____ day of _____, 202__.

_____
The Honorable Richard M. Gergel
United States District Judge

EXHIBIT C

EXHIBIT C: ALLOCATION PROCEDURES

This Document describes the Allocation Procedures referred to in Section 11.5 of the Settlement Agreement. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement (which are included in the Definitions Annex attached hereto).

The Court will appoint a Special Master and Claims Administrator pursuant to Rule 53 of the Federal Rules of Civil Procedure to oversee the allocation of the Settlement Funds. They will adhere to their duties set forth herein and in the Settlement Agreement. The Special Master will generally oversee the Claims Administrator and make any final decision(s) related to any appeals by Qualifying Settlement Class Members and any ultimate decision(s) presented by the Claims Administrator. The Claims Administrator will perform the actual modeling, allocation and payment functions described below. The Claims Administrator will seek assistance from the Special Master when needed. The Claims Administrator may also seek the assistance of Interim Class Counsel's consultants who assisted in designing the Allocation Procedures.

Qualifying Settlement Class Members fall into one of two categories, Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members. The Settlement Funds will be allocated between and among Phase One Qualifying Settlement Class Members and Phase Two Qualifying Settlement Class Members as set forth in the Settlement Agreement and these Allocation Procedures.

The Claims Administrator shall not allow for duplicate recoveries for PFAS in or entering a Settlement Class Member's Public Water System.

A Settlement Class Member will not be allocated or receive its share of the Settlement Funds if it does not submit a timely and complete Claims Form.

Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. Putative Settlement Class Members may submit Claims Forms at any time following Preliminary Approval, but will not be assessed (other than for deficiencies), scored or paid until after the Effective Date. The Claims Forms will vary depending on the applicable class membership category (Phase One or Phase Two) and on the specific fund(s) from which compensation is sought.

DEFINITIONS

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

All capitalized terms herein shall have the same meanings set forth in the Settlement Agreement or in the additional definitions set forth below.

"Adjusted Base Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Adjusted Flow Rate" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Base Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Baseline Testing" has the meaning set forth in Paragraph 4(b) of these Allocation Procedures.

"Capital Costs Component" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Impacted Water Source" means a Water Source tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.

"Litigation Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Operation and Maintenance Costs Component" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"PFAS Score" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"PFOA" means Chemical Abstracts Service registry number 45285–51–6 or 335–67–1, chemical formula C8F15CO2, perfluorooctanoate, along with its conjugate acid and any salts, isomers, or combinations thereof.

"PFOS" means Chemical Abstracts Service registry number 45298–90–6 or 1763–23–1, chemical formula C8F17SO3, perfluorooctanesulfonate, along with its conjugate acid and any salts, isomers, or combinations thereof.

"Proposed Federal PFAS MCLs" means the maximum level of a specific PFAS analyte (or a mixture containing one or more PFAS analytes) in Drinking Water that can be delivered to any user of a Public Water System without violating the rule proposed in 88 Fed. Reg. 18,638, 18,748 (Mar. 29, 2023) (proposing 40 C.F.R. § 141.61(c)(34)–(36) & n.1). If the federal PFAS MCLs are finalized before the Court issues Final Approval, the final federal PFAS MCLs will be utilized instead of the Proposed Federal PFAS MCL; otherwise, the Proposed Federal PFAS MCLs will be used.

"Public Water Provider Bellwether Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Qualifying Test Result" means any result of a test conducted by or at the direction of a Qualifying Settlement Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the Qualifying Settlement Class Member by a certified laboratory or other Person, that used any state- or federal agency-approved or -validated analytical method to analyze Drinking Water or water that is to be drawn or collected into a Qualifying Settlement Class Member's Public Water System.

"Regulatory Bump" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"Settlement Award" has the meaning set forth in Paragraph 4(h) of these Allocation Procedures.

"State MCL" means the Maximum Contaminant level of a specific PFAS analyte (or a mixture containing one or more PFAS analytes) in Drinking Water that can be delivered to any user of a Public Water System without violating the law of the state where that Public Water System is located as of the Settlement Date.

1. **Allocation Procedures Overview**

(a) Qualifying Settlement Class Members fall into one of two categories: Phase One Qualifying Settlement Class Members or Phase Two Qualifying Settlement Class Members, as defined below. Phase One Qualifying Settlement Class Members will be allocated 55% of the Settlement Funds for Phase One, and the remainder of the Settlement Funds will be allocated to Phase Two Qualifying Settlement Class Members.[1]

(b) A Settlement Class Member will not be allocated or receive its share of the Settlement Funds if it does not timely complete and submit the appropriate Claims Form(s).

(c) The Claims Administrator will verify that each Person that submitted a Claims Form is a Qualifying Settlement Class Member and the category into which the Qualifying Settlement Class Member falls.

(i) A Phase One Qualifying Settlement Class Member is a Public Water System in the United States of America that draws or otherwise collects from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.

(ii) Phase One Qualifying Settlement Class Members may receive an Allocated Amount of Settlement Funds from one or more of the following five separate payment sources as determined by the Claims Administrator using criteria described below:

(a) Phase One Very Small Public Water System Payments;

(b) Phase One Inactive Impacted Water System Payments;

(c) Phase One Action Fund;

(d) Phase One Supplemental Fund;

(e) Phase One Special Needs Fund;

(iii) .

(iv) A Phase Two Qualifying Settlement Class Member is a Public Water System in the United States of America that:

(a) is not a Phase One Qualifying Settlement Class Member and

(b) is subject to the monitoring rules set forth in UCMR 5 or is required under applicable state or federal law to test or otherwise analyze any of their Water Sources or the

[1] This split is subject to adjustments by the Court.

water they provide for PFAS before the UCMR 5 deadline.

(v) Phase Two Qualifying Settlement Class Members may receive Settlement Funds from one or more of the following five separate sources, as as determined by the Claims Administrator using criteria described below:

(a) Phase Two Very Small Public Water System Payments;

(b) Phase Two Baseline Testing Payments;

(c) Phase Two Action Fund;

(d) Phase Two Supplemental Fund; and

(e) Phase Two Special Needs Fund

(d) The initial step for establishing Class Membership and eligibility for compensation from any of the Settlement Funds is the completion of the appropriate Claims Form(s). The term "Claims Form" may refer to any of seven separate forms:

(i) Phase One Public Water System Claims Form;

(ii) Phase One Supplemental Fund Claims Form;

(iii) Phase One Special Needs Fund Claims Form;

(iv) Phase Two Testing Claims Form;

(v) Phase Two Public Water System Claims Form;

(vi) Phase Two Supplemental Fund Claims Form; and

(vii) Phase Two Special Needs Fund Claims Form.

(e) These Claims Forms will be available online and can be submitted to the Claims Administrator electronically or on paper. Putative Settlement Class Members can begin providing information required by the Claims Forms once an Order Granting Preliminary Approval has been issued, then finalize submission following the Effective Date. The Claims Administrator will not assess (other than for deficiencies) or score Claims Forms or make any payment until after the Effective Date, although the Claims Administrator may notify the Settlement Class Member of any deficiency in the submission prior to that time.

(f) The Claims Forms will vary depending on whether a Person is a Phase One Qualifying Settlement Class Member or Phase Two Qualifying Settlement Class Member and on the specific sources from which compensation is sought.

(g) The Claims Administrator will review each Claims Form, verify the completeness of the data it contains, and follow up as appropriate. Based on this data, the Claims Administrator will then confirm whether each Person is a Phase One Qualifying Settlement Class Member or a Phase Two Qualifying Settlement Class Member, determine the amount each Person should be allocated from each source from which the Person seeks compensation. Should any portion of the Settlement Funds remain following the completion of the claims process, it will be distributed to Phase One Qualifying Settlement Class Members who qualify for the Phase One Action Fund and Phase Two Qualifying Settlement Class Members who qualify for the Phase Two Action Fund in proportion to the Allocated Amount to each Person from each fund. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

(h) The Claims Administrator shall not allow for duplicate recoveries for PFAS in or entering a Qualifying Settlement Class Member's Public Water System.

(i) Submission of the relevant Public Water System Settlement Claims Forms will be considered timely if made within the Claims Period specified for each Claims Form below.

2. **Verification of Qualifying Settlement Class Members**

(a) The Claims Administrator will first verify that **each** Person is a Qualifying Settlement Class Member and meets all the following criteria:

(i) The Person is or owns a Public Water System in the United States;

(ii) The Public Water System is identified in the U.S. EPA Safe Drinking Water Information System as one of the following:

(a) Community Water System,

(b) Non-Transient Non-Community Water System, or

(c) Transient Non-Community Water System?

(b) The Claims Administrator will then determine whether the Qualifying Settlement Class Member meets at least one of the following criteria:

(i) The Public Water System draws or otherwise collects water from any Water Source that is an Impacted Water Source.

(ii) The Public Water System, as of June 30, 2023, is:

(a) 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

(b) Required under applicable federal or state law to test or otherwise analyze any of its Water Sources for PFAS before the UCMR 5 deadline.

(c) The following Public Water Systems are excluded as Qualifying Settlement Class Members:

(i) Any Public Water System that is in Bladen, Brunswick, Columbus, Cumberland, New Hanover, Pender, or Robeson counties in North Carolina; absent a request by these Public Water Systems to be included as a Qualifying Settlement Class Member.

(ii) Any Public Water System owned and operated by a state government, that cannot sue or be sued in its own name.

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

(iv) 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.

3. **Validation of Data**

(a) The Claims Administrator will review the information provided on a Qualifying Settlement Class Member's relevant Claims Form(s) to ensure it is complete. Each Impacted Water Source identified by a Qualifying Settlement Class Member shall be submitted with verified supporting documentation as specified in the Claims Form(s).

(b) The Claims Administrator will examine each Impacted Water Source's test results to confirm that all sample results are Qualifying Test Results. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a source of water that is or was utilized by the Qualifying Settlement Class Member to provide Drinking Water.

(c) The Claims Administrator will confirm each Qualifying Settlement Class Member's population served or number of service connections with information provided by the Qualifying Settlement Class Member to the U.S. EPA or state agency. Any conflicts in population served or service connections data will be resolved in favor of the data most recently reported to the United States EPA or state agency. For purposes of determining whether a Public Water System is subject to UCMR 5, a Public Water System's population served is determined by the SDWIS as of February 1, 2021.

(d) For each Impacted Water Source identified by a Qualifying Settlement Class Member, the Claims Administrator will verify the maximum flow rate of a groundwater well or the flow rate of the water that enters the treatment plant of a surface water system. The Claims Administrator will also verify the three highest annual average flow rates of a groundwater well or the flow rate of the water that enters a treatment plant of a surface

water system over a ten-year period (2013-2022). Documentation related to the flow rates of each Impacted Water Source must be verified by each Qualifying Settlement Class Member as part of the Claims Form.

(e) The Claims Administrator will notify Qualifying Settlement Class Members with incomplete Claims Forms of the requirements to cure deficiencies.

4. **Phase One Allocation Methodology**

(a) **Phase One Verification**

The Claims Administrator will verify each Phase One Qualifying Settlement Class Member's eligibility by confirming it has one or more Impacted Water Sources as of June 30, 2023.

(b) **Phase One Baseline Testing**

(i) Each Phase One Qualifying Settlement Class Member must test each of its Water Sources for PFAS, request from the laboratory that performs the analyses all analytical results, including the actual numeric values, and submit detailed PFAS test results to the Claims Administrator on a Claims Form by a date specified below. This process is referred to as "Baseline Testing."

(ii) Any untreated or treated Water Source tested on or before the Settlement Date, using a state- or federal-approved methodology and found to contain a detection of PFAS, does not need to test that Water Source again for purposes of Baseline Testing.

(iii) Non-Detections

(a) Untreated Water Sources tested under the Testing Methodology on or after December 7, 2021 that have test results that do not show a detection of PFAS at any level do not have to retest.

(b) Untreated and Treated Water Sources tested prior to December 7, 2021 that have test results that do not show a detection of PFAS at any level must retest.

(iv) Baseline Testing requires the following:

(a) PFAS analysis must be conducted at a minimum for PFAS analytes for which UCMR 5 requires,

(b) 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, and

(c) testing shall be done on untreated (raw) water.

(v) Failure to test and submit Qualifying Test Results for Water Sources will disqualify untested Water Sources from consideration for present and future payments.

(c) **Phase One Supplemental Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase One Supplemental Fund 5% of the total Settlement Funds allocated to Phase One Qualifying Settlement Class Members.

(ii) The Phase One Supplemental Fund will be used to compensate the following Phase One Qualifying Settlement Class Member's Water Sources:

(a) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCLs at the time its Claims Form is submitted and because of later PFAS testing obtains a higher Qualifying Test Result with a measurable concentration of PFAS that exceeds the proposed federal PFAS MCLs or an applicable state MCL, or

(b) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Claims Form is submitted but later exceed a future state or federal PFAS MCL.

(iii) If the federal PFAS MCLs are finalized before the Court issues Final Approval, the final federal PFAS MCLs will be utilized instead of the proposed federal PFAS MCL, otherwise the proposed federal PFAS MCLs will be used.

(iv) A Phase One Qualifying Settlement Class Member may submit a Phase One Supplemental Fund Claims Forms to the Claims Administrator at any time up to and including December 31, 2030 or until the Supplemental Fund is exhausted.

(v) For each Impacted Water Source that has submitted a Phase One Supplemental Claims Form, the Claims Administrator will individually calculate to approximate, as closely as is reasonably possible, the amount that each Impacted Water Source would have been allocated had it been in the Phase One Action Fund with an MCL exceedance.

(vi) The Claims Administrator shall issue funds from the Phase One Supplemental Fund in amounts that reflect the difference between the amount the Impacted Water Source would have been allocated had it been in the Phase One Action Fund with

an MCL exceedance and what the Qualifying Settlement Class Members has already received, if anything.

The Claims Administrator shall pay any money remaining in the Phase One Supplemental Fund as of December 31, 2030, to the Phase One Qualifying Settlement Class Members participating in the Phase One Action Fund.

(d) **Phase One Special Needs Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase One Special Needs Fund 5% of the total settlement funds allocated to Phase One Qualifying Settlement Class Members.

(ii) Over the last decade, Qualifying Settlement Class Members may have taken different types of actions to address PFAS in their Impacted Water Sources. Many have also faced state PFAS advisories and regulations. Examples of such actions include, but are not limited to,: taking wells offline, reducing flow rates, drilling new wells, pulling water from other sources, and/or purchasing supplemental water.

(iii) The Phase One Special Needs Fund is intended to compensate those Phase One Qualifying Settlement Class Members who spent money to address PFAS detections in their Impacted Water Sources. This is in addition to any other compensation provided by this settlement.

(iv) Phase One Qualifying Settlement Class Members may submit to the Claims Administrator a Phase One Special Needs Fund Claims Forms up to 45 days after the deadline for the Public Water System Settlement Claims Form.

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

(vi) Any monies leftover in the Phase One Special Needs Fund will be paid to Phase One Qualifying Settlement Class Members participating in the Phase One Action Fund on a pro rata basis. This does not include recipients of the Phase One Very Small Public Water System Payments or the Inactive Impacted Water System Payments.

(e) **Phase One Public Water System Settlement Claims Forms**

(i) The deadline for Phase One Qualifying Settlement Class Members to submit Phase One Public Water System Claims Forms for all Impacted Water Sources is 60 days after the Effective Date. This deadline can be extended by the Claims Administrator only if the Phase One Qualifying Settlement Class Member demonstrates that it has, prior to such deadline, submitted water samples necessary to meet the requirements of Baseline Testing and is awaiting analytical results from laboratory capable of issuing a Qualifying Test Result.

(ii) The Claims Administrator will review each Phase One Public Water System Claims Form to determine whether the Phase One Qualifying Settlement Class Member should receive a Phase One Very Small Public Water System Payment, an Inactive Water System Payment or if they should participate in the Phase One Action Fund.

(f) **Phase One Very Small Public Water System Payments**

(i) All Phase One Qualifying Settlement Class Members that are listed in the SDWIS as Transient Non-Community Water Systems and Non-Transient Non-Community Water Systems serving less than 3,300 people may apply for Phase One Very Small Public Water System Payments.

(ii) The Claims Administrator will issue Phase One Very Small Public Water System Payments for each Very Small Public Water System as follows:

(a) Transient Non-Community Water Systems will receive $1,250.

(b) Non-Transient Non-Community Water Systems serving less than 3,300 people will receive $1,750.

(iii) Recipients of the Phase One Very Small Public Water System Payments are not eligible for any payments from the Phase One Supplemental Fund, Phase One Special Needs or the Phase One Action Fund.

(g) **Inactive Impacted Water System Payments**

(i) Qualifying Settlement Class Members that are classified in the SDWIS as Inactive that own one or more Impacted Water Source will receive a one-time payment of $500.

(ii) Recipients of the Inactive Impacted Water Systems Payment are not eligible for any payments from the Phase One Supplemental Fund, Phase One Special Needs Fund, or the Phase One Action Fund.

(h) **Phase One Action Fund**

(i) The Claims Administrator will calculate the amount of the Phase One Action Fund after the Escrow Agent has transferred from that fund the amounts described above for the Phase One Special Needs Fund, the Phase One Supplemental Fund, the Inactive Impacted Water System Payments, and the Phase One Very Small Public Water System Payments. The Phase One Action Fund will be allocated to the Phase One Qualifying Settlement Class Member's Impacted Water Sources using the following allocation methodology.

(ii) PFAS Score

(a) For purposes of calculating each Impacted Water Source's PFAS Score, the Claims Administrator will examine the Phase One Qualifying Settlement Class Member's Phase One Public Water System Claims Form to determine the highest concentration, expressed in parts per trillion (ppt, or nanograms per liter), that the Impacted Water Source has shown, according to one or more Qualifying Test Results, for PFOA, for PFOS, and for any other single PFAS analyte listed on the Claims Form.

(b) The Claims Administrator will determine each Impacted Water Source's PFAS Score by taking the **GREATER** result of either:

i) the sum of the maximum levels of PFOA and PFOS, or

ii) 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 in the Claims Form.

PFAS Score = {[(PFOA (Max Level) + PFOS (Max Level)] + Other PFAS (Max level)$^{0.5}$} / 2

Examples of Determining PFAS Score:

CWS 1 owns and operates 4 water sources: Surface Water (SW) System A, Well B, Well C, and Well D. The maximum levels of each PFAS chemical of each water source and the PFAS Scores are listed below.

Impacted Water Source	Sum of PFOS + PFOA	Avg. of (PFOA + PFOS) & Max Other PFAS	PFAS Score	Max PFOA	Max PFOS	Max PFNA	Max PFHxS	Max PFHxA
SW System A	**62**	35.15	62	15	47	8.3	5	0
Well B	**0.95**	.475	0.95	0.95	0	0	0	0
Well C	**0**	**0**	0	0	0	0	0	0
Well D	15.2	**27.6**	27.6	12	3.2	0	1600	5.2

(iii) **Adjusted Flow Rate**

(a) Impacted Water Sources' flow rates can be reported in the Claims Forms in either gallons per minute (gpm) or million gallons per day (MGD). One thousand (1,000) gpm equals 1.44 MGD because there are one thousand four hundred forty (1,440) minutes in each day. The Claims Administrator must convert the MGD reported flow rates into gpm for all calculations.

(b) Groundwater Impacted Water Sources should report flow rates from the groundwater well. Surface water Impacted Water Sources should report the flow rates from the water that enters the treatment plant.

(c) The Claims Administrator will determine the adjusted flow rate of each Impacted Water Source by first averaging the three highest annual average flow rates that that the Qualifying Settlement Class Member drew from the groundwater Impacted Water Source or that entered the surface water treatment plant. The three highest annual average flow rates can be selected from a ten-year period from 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.

(d) If the Phase One Qualifying Settlement Class Member can demonstrate that an Impacted Water Source was taken offline or reduced its flow rate as a result of PFAS contamination and additional years are needed to obtain

accurate flow rates not impacted by PFAS, the Claims Administrator can consider years beyond the 2013-2022 timeframe.

(e) For purposes if the Allocation Procedures, a purchased water connection from a seller that is a Water Source is not a Water Source.

(f) For purposes of the Allocation Procedures, a Public Water System's multiple intakes from one distinct surface water source are deemed to be a single Impacted Water Source so long as the intakes supply the same water treatment plant and therefore only one adjusted flow rate is used.

(g) For purposes of the Allocation Procedures, a Public Water System's intakes from one distinct surface water source that supply multiple water treatment plants, are deemed to each be a separate Impacted Water Source and therefore require an adjusted flow rate for each water treatment plant.

(h) For purposes of the Allocation Procedures, a Public Water System's multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) are deemed to each be a separate Impacted Water Source and therefore require an adjusted flow rate for each groundwater well.

(i) If a water treatment plant is blending both surface water and groundwater before treatment, only one adjusted flow rate is required.

(j) In the event a Public Water System owns both groundwater wells and surface water system(s) that have separate treatment plants, they shall be deemed to each be a separate Water Source.

(iv) Base Score Calculations

(a) The Base Score will be calculated using two primary components: a proxy for capital costs and a proxy for operation and maintenance (O&M) costs. Capital costs are driven primarily by the size of the Impacted Water Source. O&M costs are primarily driven by the size of the Impacted Water Source and the concentration of PFAS.

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

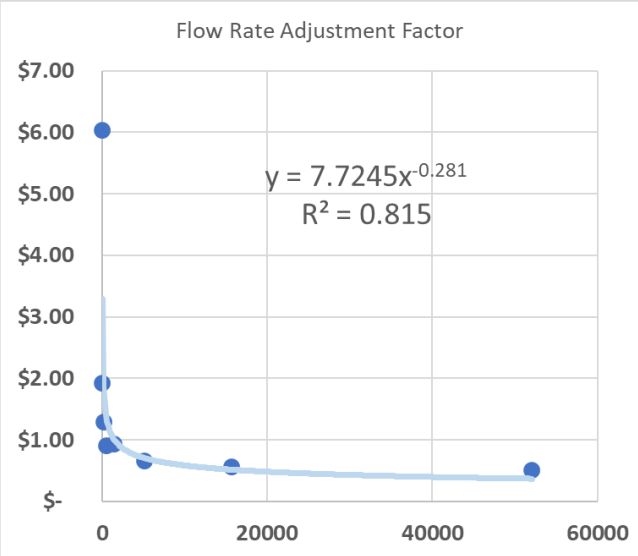
(b) **Capital Costs Component**

i) The EPA published a revision of its "Work Breakdown Structure-Based Cost Model for Granular Activated Carbon Drinking Water Treatment" in March 2023. This publication includes a Work Breakdown Structure (WBS) model that estimates the cost of treating PFAS contamination based on the flow rate of an Impacted Water System. A cost curve can be derived from the EPA WBS which expresses treatment costs in cost per thousand gallons produced. The below "Flow Rate Adjustment Factor" graph is the cost curve relating the treatment cost per thousand gallons as a function of overall size. This cost curve recognizes a decrease in unit cost as the flow rate for an Impacted Water Source increases. Each Impacted Water Source's capital costs component of the Base Score is calculated off this cost curve.

Capital Costs Component = (EPA unit cost * flow rate)

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

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



(c) Operation and Maintenance Costs Component

i) The factors that affect O&M can be complex and depend on a range of factors (including but not limited to influent source quality, pH,

temperature, type and concentration of PFAS influent, media used, etc.). However, the volume capacity of treatment media to remove PFAS decreases as the concentration of PFAS increases. This necessitates more frequent replacements of the treatment media, which increases the quantity of spent media that must be discarded. This increases the O&M costs of PFAS treatment.

ii) There is an observed increase in O&M costs as PFAS concentrations increase. The available data suggests that as concentrations increase, O&M costs will increase in a non-linear, curved relationship as it is easier and less expensive to remove higher concentrations up to a certain level. The increase in O&M costs is thus a function of the PFAS levels and the size of the system (reflected in the capital cost component). The following equation represents this relative relationship which considers that all Qualifying Settlement Class Members will require basic O&M tied to the capital cost component as well as additional O&M driven by the level of PFAS concentrations.

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

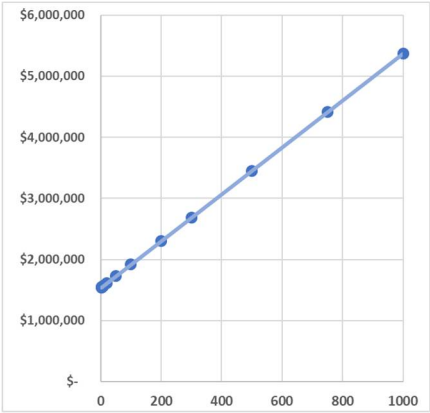
PFAS Modifier = 0.005

iii) The result is an exponential reduction in the unit cost of PFAS removal as PFAS concentrations increase. This exponential effect is captured in part by the Allocation Procedures' nonlinear approach to flow rates and in part by the Allocation Procedures' use of a square-root factor for certain PFAS analytes.

(EPA unit cost * flow rate) + ((PFAS Modifier * PFAS Score) * Capital Cost Component + Capital Cost Component)

iv) When the Base Score is calculated where the O&M Cost component and capital costs component are combined a roughly 3-fold difference is obtained over the regulatory threshold of 4ppt to 1000ppt. The results of this calculation are shown in the below example for the EPA WBS standard design system at 1494 GPM as a function of relative PFAS concentrations.

(EPA unit cost * flow rate) + ((PFAS Modifier * PFAS Score) * Capital Cost Component + Capital Cost Component)



Example of Determining Base Score

CWS 1's SW System A has a PFAS Score of 62 and an adjusted flow rate of 1,494 gpm.

Cost per 1,000 gallon production = 7.7245 * (1,494) $^{-0.281}$ = .99

Annual 1000 gallons units (1,494 * 60 * 24 *365) / 1,000 = 785,246

Capital Costs Component = 785,246 * .99 = 777,828

O&M Costs Component = ((62 * .005) * 777,828) + 777,828 = 1,018,955

Base Score = 777,828 + 1,018,955 = 1,796,783

(v) **Adjusted Base Score**

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

a) **Regulatory Bump**:

i) An Impacted Water Source's Base Score will receive a regulatory bump if the Impacted Water Source:

a. exceeds the proposed federal PFAS MCL for PFOS or PFOA, (4 ppt PFOA, 4 ppt PFOS),

b. exceeds the proposed federal PFAS Hazard Index MCL (based on 9 ppt PFHxS, 10 ppt GenX chemicals, 10 ppt PFNA, 2000 ppt PFBS – applying the Hazard Index formula set forth in 88 Fed. Reg. 18,638, 18,748 (Mar. 29, 2023) (proposing 40 C.F.R. § 141.61(c)(36) & n.1 (2023)), or

c. exceeds an applicable state PFAS MCL that is below the proposed federal PFAS MCL for the same PFAS analyte, or exceeds an applicable state MCL for which there is no proposed federal PFAS MCL.

ii) The Claims Administrator will consider all proposed federal PFAS MCL and existing state MCLs for the same PFAS analyte existing on the date the Court issues a Final Approval to determine if an Impacted Water Source has ever exceeded any applicable standard.

iii) The Claims Administrator will adjust the Base Score for those Impacted Water Sources that are subject to the regulatory bump by a positive adjustment factor of 4.00.

(b) **Litigation Bump**

i) The litigation bump applies to all Impacted Water Sources of any Qualifying Settlement Class Members that as of the Settlement Date had pending litigation in the United States of America in which it asserts against any Released Party any claim related to alleged, actual, or potential PFAS contamination of Drinking Water.

ii) No more than one litigation bump may apply to an Impacted Water Source.

iii) For cases on file by December 31, 2020, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.25.

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

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

vi) For cases filed between January 1, 2023 and the Settlement Date, the Claims Administrator will adjust the Base Score for those Impacted Water Sources by a positive adjustment factor of 0.10.

(c) **Public Water Provider Bellwether Bump**

i) The Public Water Provider bellwether bump applies to the Impacted Water Sources that are owned or operated by Qualifying Settlement Class Members who served as one of the ten public water provider bellwether plaintiffs.

ii) More than one Public Water Provider bellwether bump can be applied to an Impacted Water Source (i.e., the Settlement Class Member selected as the final public water provider bellwether plaintiff will receive all three adjustments provided below).

iii) The Claims Administrator will adjust the Base Scores for Qualifying Settlement Class Members that were selected as one of the ten Tier One public water provider bellwether cases by a positive adjustment factor of 0.15.

iv) The Claims Administrator will adjust the Base Scores for Qualifying Settlement Class Members that were selected as one of the three Tier Two public water provider bellwether cases by a positive adjustment factor of 0.20.

v) For each Impacted Water Source, the Claims Administrator will adjust the Base Scores for the Qualifying Settlement Class Member that was selected as the final public water provider bellwether case by a positive adjustment factor of 0.25.

(d) Claims Administrator will sum the applicable bump adjustments and multiply the summed adjustments by the Base Score. Then, the Claims Administrator will take this total and add it to the Base Score to determine the Adjusted Base Score.

Adjusted Base Score = (Sum of Adjustments * Base Score) + Base Score

Example of Determining Adjusted Base Score

CWS 1's SW System A's PFAS levels exceed the federal proposed MCL. CWS 1 filed a lawsuit in the AFFF MDL on November 1, 2022 against Settling Defendants and it was not selected as a Public Water Provider Bellwether Plaintiff. System A will receive the following Bumps:

Regulatory Bump:	4.00
Litigation Bump:	0.15
Total Adjustment:	4.15

Adjusted Base Score = (Sum of Adjustments * Base Score) + Base Score

(4.15 * 1,796,783) + 1,796,783 = **9,253,432.5**

(v) Settlement Award

(a) The Claims Administrator will first divide an Impacted Water Source's Adjusted Base Score by the sum of all Adjusted Base Scores. This number gives each Impacted Water Source its percentage of the Phase One Action Fund. Then, that percentage is multiplied by the Phase One Action Fund to provide the Allocated Amount for each Impacted Water Source.

(b) A Phase One Settlement Class Member participating in the Phase One Action Fund should NOT receive an Allocated Amount less than the Very Small Public Water System Payment for a Non-Transient Non-Community Water System.

Allocated Award = (Adjusted Base Score / Sum of All Adjusted Base Scores) x (Phase One Action Fund)

(vi) Claims Administrator Notification to Phase One Qualifying Settlement Class Members

The Claims Administrator will notify each Phase One Qualifying Settlement Class Member of the Allocated Amount(s) for all its Impacted Water Sources.

(vii) Requests for Reconsideration to the Claims Administrator

(a) After a Phase One Qualifying Settlement Class Member receives notification of its Allocated Award from the Claims Administrator, it will have ten (10) business days from the receipt of such notification to request that the Special Master reconsider a part of the calculation based on a mistake/error alleged to have occurred. (The Phase

One Qualifying Settlement Class Member has no other appellate rights.)

(b) After the Special Master receives all timely requests for reconsideration, the Special Master within ten (10) business days will request that the Claims Administrator correct any mistakes/errors and run the calculations again, if warranted.

(c) Within thirty (30) calendar days of completing the reconsideration process, the Claims Administrator will issue payment(s) to each Qualifying Settlement Class Member that has submitted an approved claim.

5. **Phase Two Allocation Methodology**

(a) **Phase Two Verification**

(i) The Claims Administrator will verify each Phase Two Qualifying Settlement Class Member's eligibility by determining the following:

(a) It is 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

(b) It is required under applicable state law to test or otherwise analyze any of its Water Sources or the water it provides for PFAS before the UCMR 5 Deadline?

(b) **Phase Two Baseline Testing**

(i) Each Phase Two Qualifying Settlement Class Member must comply with Baseline Testing requirements and submit the results to the Claims Administrator within 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.

(ii) Each Phase Two Qualifying Settlement Class Member will verify that it has tested all its Water Sources for PFAS prior to its submission of the Claims Form.

(iii) A Phase Two Qualifying Settlement Class Member that does not fully and timely satisfy Baseline Testing requirements may be declared by the Claims Administrator to be ineligible to receive further payment from Phase Two.

(iv) The Claims Administrator shall provide the Parties quarterly updates on the detailed Baseline Testing PFAS results and a final report on those results by July 1, 2026.

(c) **Phase Two Baseline Testing Payments for Phase Two Qualifying Settlement Class Members**

(i) A Phase Two Qualifying Settlement Class Member can use the Phase Two Baseline Testing Payments to conduct PFAS testing that could help it establish eligibility for payments from the Phase Two Action Fund.

(ii) A Phase Two Qualifying Settlement Class Member may submit a Phase Two Testing Claims Form to the Claims Administrator for payments to offset part or all of the cost of conducting Phase Two Baseline Testing prior to January 1, 2026. A Phase Two Qualifying Settlement Class Member must list in its Phase Two Testing Claims Form each Water Source required to be tested under Baseline Testing requirements.

(iii) The Claims Administrator will issue payment in the amount of $200 for each Water Source listed on the Phase Two Testing Claims Form within a reasonable time from submission.

(d) **Phase Two Supplemental Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase Two Supplemental Fund 5% of the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Phase Two Supplemental Fund will be used to compensate the following Phase Two Qualifying Settlement Class Members' Impacted Water Sources:

(a) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Phase Two Claims Form is submitted and because of later PFAS testing obtains a Qualifying Test Result with a measurable concentration of PFAS that exceeds the proposed federal PFAS MCLs or applicable state MCL, or

(b) Those with Impacted Water Sources that do not exceed an applicable state MCL or the proposed federal PFAS MCL at the time its Claims Form is submitted but later exceed a future state or federal PFAS MCL.

(iii) A Phase Two Qualifying Settlement Class Member may submit a Phase Two Supplemental Fund Claims Form at any time up to and including December 31, 2030.

(iv) Application to the Phase Two Supplemental Fund may be made by Qualifying Settlement Class Members on a continuous basis and one time for each Impacted Water Source until the funds are exhausted.

(v) For each Impacted Water Source that has submitted a Phase Two Supplemental Claims Form, the Claims Administrator will individually calculate to approximate, as closely as is reasonably possible, the amount that each Impacted Water Source would have been allocated had it been in the Phase Two Action Fund with an MCL exceedance.

(vi) The Claims Administrator shall issue funds from the Phase Two Supplemental Fund in amounts that reflect the difference between the amount the Impacted Water Source would have been allocated had it been in the Phase Two Action Fund with an MCL exceedance and what the Qualifying Settlement Class Members has already received, if anything.

(vii) The Claims Administrator shall pay any money remaining in the Phase Two Supplemental Fund as of December 31, 2030, to the Phase Two Qualifying Settlement Class Members participating in the Phase Two Action Fund.

(e) **Phase Two Special Needs Fund**

(i) After the Effective Date, the Escrow Agent will transfer into the Phase Two Special Needs Fund 5% of the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Phase Two Special Needs Fund is intended to compensate those Phase Two Qualifying Settlement Class Members who spent money to address PFAS detections in their Impacted Water Sources. This is in addition to any other compensation provided by this settlement.

(iii) Phase Two Special Needs Fund Claims Forms must be received by August 1, 2026.

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

(v) Any monies leftover in the Phase Two Special Needs Fund will be paid to Phase Two Qualifying Settlement Class

Members participating in the Phase Two Action Fund on a pro rata basis. This does not include recipients of the Phase Two Very Small Public Water System Payments or of the Phase Two Testing Fund.

(f) **Phase Two Public Water System Settlement Claims Forms**

(i) The deadline for Phase Two Qualifying Settlement Class Members to submit Phase Two Public Water System Claims Forms for all Impacted Water Sources is June 30, 2026.

(ii) The Claims Administrator will review each Phase Two Public Water System Claims Form to determine whether the Phase Two Qualifying Settlement Class Member should receive a Phase Two Very Small Public Water System Payment or if they should participate in the Phase Two Action Fund.

(iii) Any Phase Two Qualifying Settlement Class Member that fails to timely submit a Phase Two Action Fund Claims Form, will not be entitled to additional monies.

(g) **Phase Two Very Small Public Water System Payments**

(i) All Phase Two Qualifying Settlement Class Members that are listed in the SDWIS as Transient Non-Community Water Systems that own an Impacted Water Source and Non-Transient Non-Community Water Systems serving less than 3,300 people that own an Impacted Water Source may apply for Phase Two Very Small Public Water System Payments.

(ii) The Claims Administrator will issue Phase Two Very Small Public Water System Payments for each Impacted Water Source as follows:

(a) Transient Non-Community Water Systems will receive $1,250 for each Impacted Water Source.

(b) Non-Transient Non-Community Water Systems serving less than 3,300 people will receive $1,750 for each Impacted Water Source.

(iii) Recipients of the Phase Two Very Small Public Water System Payments are not eligible for the Phase Two Supplemental Fund, the Phase Two Special Needs Fund or the Phase Two Action Fund.

(h) **Phase Two Action Fund**

(i) The Claims Administrator will calculate the amount of the Phase Two Action Fund by subtracting the total amount of the Phase Two Very Small Public Water System Payments, the

Phase Two Baseline Testing Payments, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund from the total Settlement Funds allocated to Phase Two Qualifying Settlement Class Members.

(ii) The Claims Administrator will individually calculate the amount for each Impacted Water Source owned or operated by a Phase Two Qualifying Settlement Class Member to approximate, as closely as is reasonably possible, the Allocated Amount that each Impacted Water Source would have been allocated had it been a Phase Two Qualifying Settlement Class Member applying for the Phase Two Action Fund.

(iii) In the event that the Phase Two Action Fund is insufficient to compensate all Phase Two Qualifying Settlement Class Members' Allocated Amounts, the Claims Administrator will reduce all Phase Two Qualifying Settlement Class Members' Allocated Amounts on a pro rata basis.

6. **Remaining Settlement Funds**

(a) Should any portion of the Settlement Funds remain following the completion of the claims process, they will be distributed to Phase One Qualifying Settlement Class Members who qualify for the Phase One Action Fund and Phase Two Qualifying Settlement Class Members who qualify for the Phase Two Action Fund in proportion to the respective amounts awarded to each Person from each fund. None of any such remaining Settlement Funds shall be returned to the Settling Defendants.

EXHIBIT D

EXHIBIT D: CLAIMS FORMS

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

INSTRUCTIONS

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

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For the Claims Form to be valid, Claimants must provide ALL information requested concerning the Public Water System (PWS) and its groundwater wells and/or surface water systems ("Water Source").

Baseline Testing: Any Water Source tested for PFAS prior to U.S. EPA's announcement of the testing requirements of UCMR 5 (December 2021), that did not result in a detection of PFAS, must re-test to meet Baseline Testing requirements. If a Water Source tested for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter) (the "Testing Methodology") and it did not result in a Measurable Concentration of PFAS, no further testing is required on that Water Source. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a Water Source that has been used to provide drinking water. BY SUBMITTING THIS CLAIMS FORM, YOU CERTIFY THAT THE PWS ON WHOSE BEHALF YOU ARE SUBMITTING THE CLAIMS FORM HAS TESTED ALL OF ITS TEST SITES FOR PFAS AFTER U.S. EPA'S ANNOUNCEMENT OF THE TESTING REQUIREMENTS OF UCMR 5 USING THE TESTING METHODOLOGY.

A PWS that does not timely return a completed Claims Form and all of the required documents forfeits any right to participate in this settlement. For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

SECTION 1.1 PWS GENERAL INFORMATION

Public Water System (PWS) Name	

PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __
PWS Facility Address	Street		
	City	State	Zip

SECTION 1.2 PWS CONTACT INFORMATION

**Please note that communication for this Settlement may extend into the year 2030. Please provide contact information with this in mind and contact the Claims Administrator if any updates are required.*

Name of PWS Primary Contact		Job Title of PWS Primary Contact	
Telephone Number for Primary Contact	(__ __ __) __ __ __ - __ __ __ __	Fax Number	(__ __ __) __ __ __ - __ __ __ __
Email Address for Primary Contact		PWS "General" Email (if available)	
Name of PWS Secondary Contact		Job Title of PWS Secondary Contact	
Telephone Number for Secondary Contact	(__ __ __) __ __ __ - __ __ __ __	Email Address for Secondary Contact	
PWS Mailing Address **Payments will be sent to this address*	Street/PO Box		
	City	State	Zip

SECTION 1.3 LAWSUIT INFORMATION (CHECK YES OR NO)	YES	NO
Has PWS filed a lawsuit to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems?		
If yes, is the lawsuit currently pending/filed in the AFFF MDL?		
If the lawsuit is NOT currently in the AFFF MDL, in which court is it pending?		
Case Number		

SECTION 1.4 ATTORNEY INFORMATION (IF APPLICABLE)	YES	NO
Is the PWS Represented by an Attorney? (Check Yes or No)		

Attorney Name		Law Firm Name	
Telephone Number	(_____) _____ - _____	Email Address	
Law Firm Employer Identification Number			

SECTION 2. QUALIFYING PWS INFORMATION		
QUALIFYING QUESTIONS (CHECK YES OR NO)	YES	NO
Is the PWS required to test under UCMR-5?		
Is the PWS required to test for PFAS by state law?		
Does the PWS serve at least 15 service connections used by year-round residents?		

Does the PWS serve at least 25 year-round residents?		
Does the PWS serve fewer than 3,300 according to SDWIS as of {Settlement Date}?		
Is the PWS in the United States of America or one of its territories?		
Is the PWS owned or operated by a state (or territory of the United States) or the federal government?		
PWS CODES WITHIN THE SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS)		
What is the PWS Owner Type Code as listed in SDWIS? **Please enter one of the following: "L-Local Government" or "M-Public/Private" or "P-Private" or "N-Native American" or "S-State Government" or "F-Federal Government"*		
If the PWS Owner Type Code is listed in SDWIS as either "S-State Government" or "F-Federal Government," does the PWS have the authority to sue or be sued in its own name? **Please enter one of the following: "Yes" or "No"*		
What is the PWS Facility Activity Code as listed in SDWIS?**Please enter one of the following: "Active", "Inactive", "Change from public to non-public", "Merged with another system" or "Potential future system to be regulated"*		
What is the PWS classification as listed in SDWIS? **Please enter one of the following: "Community Water System" or "Non-Transient Non-Community Water System" or "Transient Non-Community Water System"* *Note: If your type code is: (1) "Transient Non-Community Water System" OR (2) your type code is "Non-Transient Non-Community Water System" AND the PWS serves fewer than 3,300 people, skip to Section 6.*		

SECTION 3. WATER SOURCE SUMMARY INFORMATION	
GROUNDWATER WELL SUMMARY	**QUANTITY**
How many Groundwater Wells are owned or operated by the PWS?	
How many of these Groundwater Wells have been analyzed using a state or federal agency-approved analytical method consistent with the requirements of UCMR 5 (or stricter) and show a measurable concentration of PFAS prior to {Settlement Date}?	
How many of these Groundwater Wells have been analyzed using a state or federal agency-approved analytical method consistent with the requirements of UCMR 5 (or stricter) and **DO NOT** show a measurable concentration of PFAS since U.S. EPA's announcement of the testing requirements of UCMR 5?	
SURFACE WATER SYSTEM SUMMARY	**QUANTITY**
How many Surface Water Systems are owned or operated by the PWS?	
How many of these Surface Water Systems have been analyzed using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and show a measurable concentration of PFAS prior to {Settlement Date}?	
How many of these Surface Water Systems have been analyzed using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and **DO NOT** show a measurable concentration of PFAS since U.S. EPA's announcement of the testing requirements of UCMR 5?	

SECTION 4. WATER SOURCE INFORMATION	
Please complete and submit information from Section 4 for EACH Water Source. See "Addendum X" to provide information for each additional Water Source. *Note: Groundwater Well Impacted Water Sources should report Flow Rates from the Groundwater Well. Surface Water System Impacted Water Sources should report treatment capacity from the surface water treatment plant.*	
Name or description of the Water Source. *Note: This is the name or unique identifier listed on the testing laboratory chain of custody document.*	

Is this a Groundwater Well or Surface Water System? **Please enter "Groundwater Well" or "Surface Water System."* *Note: Please enter "Surface Water System" if a treatment plant is blending groundwater and surface water before treatment. Both systems are considered a Surface Water System.*		
WATER SOURCE QUESTIONS (CHECK YES OR NO)	**YES**	**NO**
Does the PWS own this Water Source?		
Does the PWS operate this Water Source?		
Has the water from this Water Source ever been used as drinking water?		
Was this Water Source tested or otherwise analyzed for PFAS using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and found to contain any measurable concentration of PFAS on or before the {Settlement Date}?		
Was this Water Source tested or otherwise analyzed for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a state or federal agency approved analytical method consistent with the requirements of UCMR 5 (or stricter) and found **NOT** to contain any PFAS at any level?		

FLOW RATE / CAPACITY			
Please answer the below questions indicating the maximum flow rate / capacity for the water source. *Please indicate (check the correct box) if the measurement is in gallons per minute (GPM) or million gallons per day (MGD).*			
FLOW RATE / CAPACITY QUESTIONS	**MAX FLOW RATE / CAPACITY**	**GPM**	**MGD**
If this Water Source is a Groundwater Well, please enter the maximum flow rate.			
If this Water Source is a Surface Water System, please enter the maximum capacity of the treatment system.			

How was the maximum flow rate or capacity determined?	

For the following years, please enter the AVERAGE ANNUAL flow rate for the Impacted Water Source. If the flow rate was reduced or the source was taken offline due to PFAS contamination, please indicate by checking the box corresponding to that year. *Note: Please indicate if the measurement is in gallons per minute (GPM) or million gallons per day (MGD) by checking the corresponding box. If the source was not in a particular year, please enter "0" (zero) for the Average Annual Flow Rate.*

YEAR	AVERAGE ANNUAL FLOW RATE	GPM	MGD	Was the Avg. Annual Flow Rate reduced due to PFAS Contamination?
Groundwater Well Example: 2013	**1500**	✓		
Surface Water System Example: 2014	**4.3**		✓	
2013				
2014				
2015				
2016				
2017				
2018				
2019				

2020				
2021				
2022				

ADDITIONAL FLOW RATE INFORMATION (IF NECESSARY)

Each PWS is required to provide data for at least 3 years for which the Average Annual Flow Rate (AAFR) was <u>not</u> reduced due to PFAS contamination if available. If the PWS did not provide data for at least 3 years in which the AAFR was not reduced due to PFAS contamination (in the table above), please use the space below to provide additional information as needed. For example, if the AAFR for 9 of the previous 10 years has been reduced due to PFAS contamination, the PWS should provide 2 years of data below for the most recent unimpacted years.

YEAR	AVERAGE ANNUAL FLOW RATE	GPM	MGD
EXAMPLE: 2009	**3000**	✓	
EXAMPLE: 2010	**3500**	✓	

SECTION 5. PFAS TESTING RESULTS

PFOA CONTAMINATION TESTING

Please enter the below information to indicate **PFOA** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.*

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

Highest historical PFOA concentration in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOA concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

PFOS CONTAMINATION TESTING			
Please enter the below information to indicate **PFOS** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical PFOS concentration in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOS concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

OTHER PFAS CONTAMINATION TESTING			
Please enter the below information to indicate **other PFAS Chemical** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical concentration of **one** other PFAS Chemical in lab issued documentation:			
Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical concentration of one other PFAS Chemical concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

SECTION 6. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	
Authorized Representative's Printed Name:	

Executed this _____day of _____ at _____(County), _____ (State).

DOCUMENTATION REQUIREMENTS

Please submit **ALL** documentation reflecting the information provided above including the following:
1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS
2. Lab issued testing chain of custody document
3. Documentation to support both Annual Average and Maximum Flow Rate or Treatment Plant Capacity of the Water Source
4. Filed and dated copy of the lawsuit filed by the PWS to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems
5. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant,

6. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant
7. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (5) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant

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

INSTRUCTIONS

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

A PWS should ONLY complete this Claims Form for Impacted Water Sources (IWS) with a positive PFAS detection as of {Settlement Date} that either (a) experienced a change in state or federal MCL regulations or (b) the PFAS contamination levels have shifted from below MCL regulations to above MCL regulations.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For the Claims Form to be valid, Claimants must provide ALL information requested concerning the Public Water System (PWS) and its Groundwater Wells and/or Surface Water Systems ("Water Source").

Baseline Testing: Any Water Source tested for PFAS prior to U.S. EPA's announcement of the testing requirements of UCMR 5 (December 2021), that did not result in a detection of PFAS, must re-test to meet Baseline Testing requirements. If a Water Source tested for PFAS after U.S. EPA's announcement of the testing requirements of UCMR 5 using a methodology consistent with the requirements of UCMR 5 or applicable State requirements (if stricter) (the "Testing Methodology") and it did not result in a Measurable Concentration of PFAS, no further testing is required on that Water Source. Test results must be submitted from untreated (raw) water samples, except that a result showing a detection of PFAS in a treated (finished) water sample may be used. However, all samples must be drawn from a Water Source that has been used to provide drinking water. BY SUBMITTING THIS CLAIMS FORM, YOU CERTIFY THAT THE PWS ON WHOSE BEHALF YOU ARE SUBMITTING THE CLAIMS FORM HAS TESTED ALL OF ITS TEST SITES FOR PFAS AFTER U.S. EPA'S ANNOUNCEMENT OF THE TESTING REQUIREMENTS OF UCMR 5 USING THE TESTING METHODOLOGY.

A PWS that does not timely return a completed Claims Form and all of the required documents forfeits any right to participate in this settlement. For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION			
SECTION 1.1 PWS GENERAL INFORMATION			
Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	— — - — — — — — — —
SECTION 2. WATER SOURCE INFORMATION			
Please complete and submit information from Section 4 for <u>EACH</u> Water Source. See "Addendum X" to provide information for each additional Water Source. *<u>Note</u>: Groundwater Well Impacted Water Sources should report Flow Rates from the Groundwater Well. Surface Water System Impacted Water Sources should report treatment capacity from the surface water treatment plant.*			
Name or description of the Water Source. *<u>Note</u>: This is the name or unique identifier listed on the testing laboratory chain of custody document.*			
Is this a Groundwater Well or Surface Water System? **Please enter "Groundwater Well" or "Surface Water System."* *<u>Note</u>: Please enter "Surface Water System" if a treatment plant is blending groundwater and surface water before treatment. Both systems are considered a Surface Water System.*			
SECTION 3. PFAS TESTING RESULTS			
PFOA CONTAMINATION TESTING			
Please enter the below information to indicate **<u>PFOA</u>** contamination testing results. *If this water source was not found to contain any PFAS at any level on or before the {Settlement Date}, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical PFOA concentration in lab issued documentation:			

Date of Sampling:			
Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOA concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			
PFOS CONTAMINATION TESTING			
Please enter the below information to indicate **PFOS** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.* **See Addendum X to provide information for each additional Water Source.**			
Highest historical PFOS concentration in lab issued documentation:			
Date of Sampling:			

Company of the person who took the sample:			
Date of analysis:			
Highest historical PFOS concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

OTHER PFAS CONTAMINATION TESTING

Please enter the below information to indicate **other PFAS Chemical** contamination testing results. *If this water source was not found to contain any PFAS at any level in testing under the Testing Methodology (as defined above) after U.S. EPA's announcement of the testing requirements of UCMR 5, leave this section blank and skip to Section 6: Certification and Signature.*

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

Highest historical concentration of **one** other PFAS Chemical in lab issued documentation:	
Date of Sampling:	
Company of the person who took the sample:	

Date of analysis:			
Highest historical concentration of one other PFAS Chemical concentration converted to parts per trillion (PPT):			_____ PPT
Name of laboratory that performed the analysis:			
Facility address of laboratory that performed the analysis:	Street/PO Box		
	City	State	Zip
What state or federal agency approved analytical method was used to measure the PFAS concentrations on the Impacted Water Source (e.g., EPA Method 537.1)?			

SECTION 4. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	

Authorized Representative's Printed Name:	
Executed this _____day of _____ at _____(County), _____ (State).	

DOCUMENTATION REQUIREMENTS

Please submit **ALL** documentation reflecting the information provided above including the following:
1. Lab issued documentation demonstrating historical maximum detections of PFOA, PFOS, and other PFAS
2. Lab issued testing chain of custody document
3. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant,
4. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant
5. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (3) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant

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

INSTRUCTIONS

Please follow the instructions below to submit a Special Needs claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the {Special Needs Claims Form Deadline}. Late Claims Forms will not be considered.

A Public Water System (PWS) may receive compensation for actions taken to reduce or eliminate the risk of supplying contaminated water. Special needs may include, but are not limited to, drilling new wells, purchasing supplemental water, taking wells offline or rerouting pipes. Detailed supporting documentation must be submitted.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS Claims Form. THIS Claims Form SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __

SECTION 2. SPECIAL NEEDS CLAIM INFORMATION	
NARRATIVE OF NEED/ISSUE	
Total Amount Claimed	$ _____ . ___ ___

SECTION 3. CERTIFICATION AND SIGNATURE

By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants:

· The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.

I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.

Authorized Representative's Signature:	
Authorized Representative's Printed Name:	

Executed this _____day of _____ at _____(County), _____ (State).

DOCUMENTATION REQUIREMENTS

1. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant,
2. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant
3. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (1) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant

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

INSTRUCTIONS

Please follow the instructions below to submit a Testing Compensation claim for the AFFF Products Liability Litigation Settlement Program. A completed copy of this Claims Form must be submitted no later than the {Testing Compensation Claims Form Deadline}. Late Claims Forms will not be considered.

A Public Water System (PWS) should ONLY fill out this claim form if ALL testing of all Water Sources as of the {Settlement Date} indicated no detection of PFAS at any level OR the PWS has not yet completed baseline testing. Compensation from the Testing Fund is limited to one payment per water source owned and operated by the PWS during the Phase 2 Testing Period [dates].

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED (*) INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT www.PFASWaterSettlement.com.

For any questions about this Claims Form, you may contact _____ at _____.

SECTION 1. PUBLIC WATER SYSTEM (PWS) INFORMATION

SECTION 1.1 PWS GENERAL INFORMATION

Public Water System (PWS) Name			
PWS Identification Number (PWSID)		Employer Identification Number	__ __ - __ __ __ __ __ __ __
PWS Facility Address	Street		

	City	State	Zip

SECTION 1.2 PWS CONTACT INFORMATION **Please note that communication for this Settlement may extend into the year 2030. Please provide contact information with this in mind and contact the Claims Administrator if any updates are required.*			
Name of PWS Primary Contact		Job Title of PWS Primary Contact	
Telephone Number for Primary Contact	(__ __ __) __ __ __- __ __ __ __	Fax Number	(__ __ __) __ __ __- __ __ __ __
Email Address for Primary Contact		PWS "General" Email (if available)	
Name of PWS Secondary Contact		Job Title of PWS Secondary Contact	
Telephone Number for Secondary Contact	(__ __ __) __ __ __- __ __ __ __	Email Address for Secondary Contact	
PWS Mailing Address **Payments will be sent to this address*	Street/PO Box		
	City	State	Zip

SECTION 1.3 LAWSUIT INFORMATION (CHECK YES OR NO)	**YES**	**NO**
Has PWS filed a lawsuit to recover damages associated with PFAS contamination of its public drinking water wells or surface water systems?		
If yes, is the lawsuit currently pending/filed in the AFFF MDL?		
If the lawsuit is NOT currently in the AFFF MDL, in which court is it pending?		

Case Number			
SECTION 1.4 ATTORNEY INFORMATION (IF APPLICABLE)		**YES**	**NO**
Is the PWS Represented by an Attorney? (Check Yes or No)			
Attorney Name		Law Firm Name	
Telephone Number	(_____) _____ - _____	Email Address	
Law Firm Employer Identification Number			

SECTION 2. QUALIFYING PWS INFORMATION		
QUALIFYING QUESTIONS (CHECK YES OR NO)	**YES**	**NO**
Is the PWS required to test under UCMR-5?		
Is the PWS required to test for PFAS by state law?		
Does the PWS serve at least 15 service connections used by year-round residents?		
Does the PWS serve at least 25 year-round residents?		
Does the PWS fewer than 3,300 peopleaccording to SDWIS as of {Settlement Date}?		
Is the PWS in the United States of America or one of its territories?		
Is the PWS owned or operated by a state (or territory of the United States) or the federal government?		

PWS CODES WITHIN THE SAFE DRINKING WATER INFORMATION SYSTEM (SDWIS)	
What is the PWS Owner Type Code as listed in SDWIS? **Please enter one of the following: "L-Local Government" or "M-Public/Private" or "P-Private" or "N-Native American" or "S-State Government" or "F-Federal Government"*	
If the PWS Owner Type Code is listed in SDWIS as either "S-State Government" or "F-Federal Government," does the PWS have the authority to sue or be sued in its own name? **Please enter one of the following: "Yes" or "No"*	
What is the PWS Facility Activity Code as listed in SDWIS?**Please enter one of the following: "Active", "Inactive", "Change from public to non-public", "Merged with another system" or "Potential future system to be regulated"*	
What is the PWS classification as listed in SDWIS? **Please enter one of the following: "Community Water System" or "Non-Transient Non-Community Water System" or "Transient Non-Community Water System"* *Note: If your type code is: (1) "Transient Non-Community Water System" OR (2) your type code is "Non-Transient Non-Community Water System" AND the PWS serves 3,300 people or fewer, skip to Section 6.*	

SECTION 3. WATER SOURCE SUMMARY INFORMATION	
How many Groundwater Wells are owned or operated by the PWS?	
How many Surface Water Systems are owned or operated by the PWS?	

SECTION 4. CERTIFICATION AND SIGNATURE
By signing this Claims Form, Settlement Class Member represents and warrants the following for the benefit of Settling Defendants: · The Settlement Class Member has authority to release all Released Claims on behalf of itself and all other Persons who are Releasing Persons by virtue of their relationship or association with it.

· The Settlement Class Member authorizes the Claims Administrator and/or Special Master to take all necessary action to satisfy the Settlement Class Member's obligation with respect to Section 11.6 of the Settlement Agreement including, but not limited to, reporting any Allocated Amount in Box 3 of an IRS Form 1098-F and filing such forms with the IRS.	
I hereby declare under penalty of perjury under the laws of the State of _____ that the information within this Claims Form and its attachments are true and correct to the best of my knowledge, information, and belief.	
Authorized Representative's Signature:	
Authorized Representative's Printed Name:	
Executed this _____day of _____ at _____(County), _____ (State).	
DOCUMENTATION REQUIREMENTS	
1. A duly completed and executed IRS Form W-9 (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) for the PWS with respect to each Settling Defendant, 2. A duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) with respect to each Settling Defendant 3. A written authorization substantially in the form of Exhibit K attached to the Settlement Agreement for the Claims Administrator to file the forms set forth in item (1) with the IRS and to provide the written statements set forth in item (6) to each Settling Defendant	

EXHIBIT E

EXHIBIT E: NOTICE

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	)	**MDL No. 2:18-mn-02873**

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: 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

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.

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

A FEDERAL COURT APPROVED THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU WITH POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this 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 DATE at TIME, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

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

II. 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.

III. 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.[1]

IV. 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.

[1] Other capitalized terms have the meaning given those terms in the Settlement Agreement.

3. ***Settlement Administration.*** The Court will appoint 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.[2]
    - 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

[2] This allocation between Phase One and Phase Two is subject to adjustment by the Court.

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 the Public Water System Settlement Claims Form and any of seven additional separate forms:

1. Phase One Action Fund 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 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 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 at least twenty (20) days before the Final Fairness Hearing. 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-XXXX-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 AT WWW.PFASWATERSETTLEMENT.COM.

V. 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 must be received by DATE.**

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/

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 DATE.

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 Very Small Public Water System Claims Forms are due by DATE and Phase Two Very Small Public Water System Claims Forms are due by DATE. 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.

VI. WHO REPRESENTS THE SETTLEMENT CLASS?

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

Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, Texas 75219	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Floor New York, NY 10038	Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor	

	Chicago, IL 60606	

VII. 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.

VIII. WHAT DO YOU NEED TO DO NOW?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement Agreement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Claims Form is DEADLINE DATE.

Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by 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 the 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 Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	

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 DEADLINE.

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, 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 DEADLINE.

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 the 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 Ponce de Leon San Juan, Puerto Rico 00907
	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	

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 DEADLINE DATE.

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 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.

IX. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

Before deciding whether to grant final approval to the Settlement, the Court will hold the Final Fairness Hearing in Courtroom XX of the U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on DATE. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the 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.

X. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice are only a general summary. In the event of a conflict between this Notice and the

Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through 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 THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

Counsel for the 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

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 Drive, 24th Floor Chicago, IL 60606	

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

XII. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or 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-XXXX-RMG.

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

XIII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.

Deadline Description	Deadline Trigger	Deadline Date
Deadline to submit Requests for Exclusion	Start of Notice + 60 days	MM/DD/YYYY
Deadline to submit Objections	Start of Notice + 60 days	MM/DD/YYYY
Court's Final Fairness Hearing	TBD	MM/DD/YYYY
Phase One Public Water System Settlement Claims Form	Effective Date + 60 Days	MM/DD/YYYY
Phase One Special Needs Claims Form	Claims Form Deadline + 45 Days	MM/DD/YYYY
Phase One Supplemental Fund Claims Form	TBD	12/31/2030
Phase Two Testing Claims Form	TBD	MM/DD/YYYY
Phase Two Action Fund Claims Form	TBD	6/30/2026
Phase Two Special Needs Claims Form	Phase Two Action Fund Claims Form Deadline + 45 Days	8/14/2026
Phase Two Supplemental Fund Claims Form	TBD	12/31/2030

_____

The Honorable Richard M. Gergel
UNITED STATES DISTRICT JUDGE

DATED: _____

NOTICE OF DUPONT CLASS ACTION SETTLEMENT

IN RE: [CLASS ACTION COMPLAINT CAPTION]

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

MDL No. 2:18-mm-2873

PLEASE NOTE, the enclosed correspondence relates to the Settlement with 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
Login ID: [insert from PNN]
Password: [insert from PNN]

EXHIBIT F

EXHIBIT F: SUMMARY NOTICE

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT-APPROVAL HEARING

In re: Aqueous Film-Forming Foams Product Liability Litigation, MDL No. 2:18-mn-02873
This Document relates to: *City of Camden, et al., v. E.I. DuPont de Nemours and Company, et al.*, No. 2:23-cv-XXXX-RMG

UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA, CHARLESTON DIVISION

TO THE SETTLEMENT CLASS: 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

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 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.

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

As used above, "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 Is the Purpose of This Notice? The purpose of this Notice is (i) to advise you of a proposed settlement of certain claims against 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. (collectively the "Settling Defendants") in the United States District Court for the District of South Carolina (the "Court"); (ii) to summarize your rights in connection with the Settlement; and (iii) to inform you of a Court hearing to consider whether to grant final approval of the Settlement (the "Final Fairness Hearing"), to be held on DATE at TIME, before the Honorable Richard M. Gergel, United States District Judge of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401.

What Are the Key Terms of the Proposed Settlement? The Settling Defendants have agreed to pay 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, 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 itself from the Class will be eligible to receive a settlement check(s) from the Claims Administrator based on the Allocation Procedures developed by Class Counsel, which are subject to final approval by the Court as fair and reasonable and which are under the oversight of the Special Master.

What Are My Options?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement. You can submit your Claims Form online at **www.PFASWaterSettlement.com**, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, P.O. Box 4466, Baton Rouge, Louisiana 70821. The deadline to submit a Claims Form is **DEADLINE DATE**. Regardless of whether you file a Claims Form or receive any distribution under the Settlement, unless you timely opt out as described below, you will be bound by 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.

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 Class by completing and mailing a notice of intention to 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 no later than **DEADLINE DATE**.

YOU CAN OBJECT TO THE SETTLEMENT. 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 all Parties in no later than **DEADLINE DATE**.

VISIT WEBSITE URL FOR COMPLETE INFORMATION ABOUT YOUR RIGHTS

The Court's Final Fairness Hearing. The Court will hold the Final Fairness Hearing in Courtroom XX of the United States District Court for the District of South Carolina, located at 85 Broad Street, Charleston, South Carolina 29401, on DATE. At that time, the Court will determine, among other things, (i) whether the Settlement should be granted final approval as fair, reasonable, and adequate, (ii) whether the 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.

How Do I Get More Information? Please visit **www.PFASWaterSettlement.com** or call toll free **1-XXX-XXX-XXXX.** You may also contact Class Counsel or the Notice Administrator for more information:

Class Counsel	Class Counsel
Scott Summy **Baron & Budd, P.C.** 3102 Oak Lawn Ave., Ste. 1100 Dallas, TX 75219 Email: ssummy@baronbudd.com	Michael A. London **Douglas & London** 59 Maiden Lane, 6th Fl. New York, NY 10038 Email: mlondon@douglasandlondon.com
Paul J. Napoli **Napoli Shkolnik** 1302 Av. Ponce de Leon San Juan, PR 00907 Email: pnapoli@NSPRLaw.com	Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606 beth@feganscott.com

Notice Administrator	Claims Administrator
In re: Aqueous Film-Forming Foams Products Liability Litigation c/o Notice Administrator 1650 Arch Street, Ste 2210 Philadelphia, PA 19103 Email: XXXXX	AFFF Public Water System Claims PO Box 4466 Baton Rouge, LA 70821

The paragraphs above provide only a general summary of the terms of the settlement. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. You can review the Settlement Agreement itself for more information about the exact terms of the settlement. The Settlement Agreement is available at www.PFASWaterSettlement.com.

EXHIBIT G

EXHIBIT G: NOTICE PLAN

As detailed below, the Notice Plan provides for individual direct notice via USPS mail to all reasonably identifiable Settlement Class Members, outreach to national and local water organizations, a comprehensive media plan, and the implementation of a dedicated Settlement website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement. Additional details are provided in the accompanying Declaration of Steven Weisbrot of Angeion Group, LLC, which will implement the Notice Plan. All capitalized terms not defined herein shall have the meaning set forth in the Settlement Agreement.

MAILED NOTICE

- Class Counsel will provide Angeion with a list of Public Water Systems that Class Counsel believes may be Settlement Class Members, based on information available to Class Counsel as of June 30, 2023 (the "Class List"). The Class List will include, at a minimum, all Public Water Systems that, as of June 30, 2023, are subject to the monitoring rules set forth in UCMR 5 and all Public Water Systems for which Class Counsel have information as of June 30, 2023, draw or otherwise collect from any Water Source that was found to contain any PFAS at any level. The Class List will be updated if Class Counsel becomes aware of additional Public Water Systems that may be Settlement Class Members.
- The Class List will also include mailing addresses and email addresses for each Settlement Class Member on the Class List, based on address information maintained in the U.S. EPA's Safe Drinking Water Information System ("SDWIS"). Where SDWIS or information available to Class Counsel specifies an owner or operator of a Public Water System on the Class List whose mailing or email address is different from that of the Public Water System itself, the Class List will include the additional mailing and/or email address(es) as well.
- Notice will be sent via USPS certified mail with tracking and signature required to all Settlement Class Members for whom mailing addresses are included on the Class List.

Notice will be mailed via USPS first-class mail, postage prepaid, to any P.O. Box addresses.

- Angeion will employ the following best practices to increase the deliverability rate of the mailed Notices:
    - Angeion will cause the mailing address information for Settlement Class Members to be updated utilizing the USPS National Change of Address database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS;
    - Angeion will also identify the address information included in SDWIS specified above and will monitor SDWIS for any updates;
    - Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the Class List will be updated accordingly;
    - Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as "skip tracing") utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses;
    - Notices will be re-mailed to Settlement Class Members for whom updated addresses were identified via the skip tracing process.
- Any mailed Notices that remain undeliverable after the above-described efforts will be subjected to manual internet searches, phone calls to obtain updated addresses and/or the identification of email addresses for providing backup notice if efforts to obtain a mailing address are not successful or where the Settlement Class Member requests notice be sent via email.
- A reminder postcard will be sent prior to applicable deadlines.

EMAIL NOTICE

- The Summary Notice will be sent via email to all Settlement Class Members for whom

email addresses are available.

- The email notice will be designed to avoid many common "red flags" that might otherwise cause a spam filter to block or identify the email notice as spam. For example, the email notice will not include attachments like the Long Form Notice to the email notice, because attachments are often interpreted by various Internet Service Providers ("ISP") as spam.
- Additional methods will be employed to help ensure that as many recipients as possible receive the Summary Notice via email. Specifically, prior to distributing the Summary Notice by email, an email updating process will be engaged to help ensure the accuracy of recipient email addresses. Angeion will review email addresses for mis-transcribed characters and perform other data hygiene, as appropriate. This process will include review of email address information available in SDWIS.
- The email notice process will also account for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, after an approximate 24- to 72-hour rest period (which allows any temporary block at the ISP level to expire) a second round of email noticing will continue to any email addresses that were previously identified as soft bounces and not delivered.

OUTREACH EFFORTS

- Angeion will perform personalized outreach to national and local water organizations will be performed, including to entities such as the Association of Metropolitan Water Agencies ("AMWA") and American Water Works Association ("AWWA") and similar third-party organizations that have a connection to the case, along with a request that they assist in providing notice, where appropriate.

MEDIA CAMPAIGN

Publication Notice

- The Summary Notice of the Settlement will be published one (1) time in key industry-specific titles, such as *Journal AWWA*, *Rural Water*, *The Municipal*, and *Water Environment*

& Technology.

- The Summary Notice of the Settlement will also be published one (1) time each in national publications such as the *Wall Street Journal*, *USA Today* and the *New York Times*.
- To satisfy the requirements of California's Consumer Legal Remedies Act, Angeion will cause the Summary Notice to be printed in the California regional edition of *USA Today* for four (4) consecutive weeks.

Digital Notice

- Angeion will undertake a digital publication campaign utilizing key industry-specific titles, such as *American Water Works Association*, *National Rural Water Association*, *The Municipal*, *Water Environment & Technology, Water Quality Association, AWWA Opflow*, and/or *AWWA Source Book* will be used.

Paid Search Campaign

- Angeion will implement a paid search campaign on Google will be used to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website.

Press Release

- Angeion will distribute a press release over PR Newswire's national and public interest circuits to further disseminate news of the Settlement. A second press release will also be issued before applicable deadlines.

SETTLEMENT WEBSITE AND TOLL-FREE TELEPHONE SUPPORT

- The Notice Plan will also implement the creation of the Settlement website, where Settlement Class Members can easily view general information about this Settlement, review relevant Court documents, and view important dates and deadlines pertinent to the Settlement. The website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the case. The website will also have a "Contact Us" page whereby Settlement Class Members can send an email with any

additional questions to a dedicated email address.

- A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options under the Settlement Agreement. The toll-free hotline will utilize an interactive voice response ("IVR") system to provide Settlement Class Members with responses to frequently asked questions and will also provide other essential information regarding the Settlement. This hotline will be accessible 24 hours a day, 7 days a week, with live operator support during normal business hours.

EXHIBIT H

EXHIBIT H: ESCROW AGREEMENT

CUSTODIAN/ESCROW AGREEMENT

This Custodian/Escrow Agreement dated [●], 2023, is made among (i) 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, the "Settling Defendants"), (ii) Michael A. London and the law firm of Douglas & London, 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, San Juan, Puerto Rico 00907 (collectively, "Class Counsel"), Matthew Garretson (the "Special Master") and **THE HUNTINGTON NATIONAL BANK**, as Custodian/Escrow agent ("Custodian/Escrow Agent").

Recitals

A. This Custodian/Escrow Agreement governs the deposit, investment and disbursement of the Settlement Fund pursuant to the Settlement Agreement (the "Settlement Agreement") dated [●], 2023 attached hereto as Exhibit B, entered into by the Settling Defendants and certain other parties thereto, which has been submitted for approval to the United States District Court for the District of South Carolina, Charleston Division (the "Court"), in the multi-district litigation captioned *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C.) (the "MDL").

B. Pursuant to the terms of the Settlement Agreement, the Settling Defendants have agreed to pay or cause to be paid the Settlement Amount to the Qualified Settlement Fund in full settlement of the claims brought against the Settling Defendants in the MDL and certain other Litigation.

C. The Custodian/Escrow Account established pursuant to this Custodian/Escrow Agreement is intended to qualify as a "qualified settlement fund" within the meaning of Treasury Regulations §1.468B-1 *et seq.* for all U.S. federal and applicable state and local income tax purposes.

D. The Settlement Amount is to be deposited into the Custodian/Escrow Account and used to satisfy payments to Settlement Class Members, payments for attorneys' fees and expenses approved by the Court, payments of tax liabilities and expenses of the Custodian/Escrow Account and certain other costs, in each case, subject to the terms and conditions of the Settlement Agreement and this Custodian/Escrow Agreement.

E. The Court has approved the Custodian/Escrow Agent and this Custodian/Escrow Agreement.

F. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Settlement Agreement.

Agreement

1. Appointment of Custodian/Escrow Agent. The Custodian/Escrow Agent is hereby appointed to receive, deposit and disburse the Settlement Amount upon the terms and conditions provided in this Custodian/Escrow Agreement, the Settlement Agreement and any other exhibits or schedules later annexed hereto and made a part hereof. The Parties agree that the Custodian/Escrow Agent shall be the "Escrow Agent" as defined in the Settlement Agreement, this Custodian/Escrow Agreement shall be the "Escrow Agreement" as such term is defined in the Settlement Agreement, and the Custodian/Escrow Account shall be the "Qualified Settlement Fund" as such term is defined in the Settlement Agreement.

2. The Custodian/Escrow Account. The Custodian/Escrow Agent shall establish and maintain a custodian/escrow account titled as [●] (the "Custodian/Escrow Account"). Pursuant to the Settlement Agreement, the Settling Defendants shall cause the Settlement Amount to be deposited into the Custodian/Escrow Account within the latest of (i) ten (10) "Business Days" (hours and days of the week that Custodian/Escrow Agent is open for business) following entry of the Court's order preliminarily approving the settlement (the "Preliminary Approval") and (ii) seven (7) Business Days following the establishment by the Custodian/Escrow Agent of the Custodian/Escrow Account and the Court approval of the Custodian/Escrow Agent and this Custodian/Escrow Agreement; provided that if the Custodian/Escrow Agent has not provided to Settling Defendants wire transfer instructions and any other documentation reasonably necessary to facilitate payment of the Settlement Amount by the date seven (7) Business Days before the deadline for payment specified herein, Settling Defendants shall not be obligated to pay such amount until seven (7) Business Days after receiving such wire transfer instructions and documentation. Custodian/Escrow Agent shall receive the Settlement Amount into the Custodian/Escrow Account; the Settlement Amount and all interest accrued thereon shall be referred to herein as the "Settlement Fund." The Settlement Fund shall be held and invested on the terms and subject to the limitations set forth herein, and shall be released by Custodian/Escrow Agent in accordance with the terms and conditions hereinafter set forth and set forth in the Settlement Agreement.

In no event shall any Settling Defendant have any liability whatsoever, whether to the Custodian/Escrow Agent, Class Counsel, any Settlement Class Member (as defined in the Settlement Agreement) or otherwise, with respect to the Settlement Amount or the Settlement Fund once the Settlement Amount is paid in full to the Custodian/Escrow Account in accordance with the Settlement Agreement and receipt of payment is verified by Custodian/Escrow Agent.

3. Investment of Settlement Fund. The Custodian/Escrow Agent shall invest the Settlement Fund exclusively in interest-bearing instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government, in each case, as further

provided in this Section 3. Prior to the Effective Date, unless otherwise mutually agreed by the parties, the Custodian/Escrow Agent shall invest the Settlement Fund in compliance with the preceding sentence as follows: (i) except for $5,000,000 covered in clause (ii), upon receipt of the Settlement Amount, exclusively in successive U.S. Treasury bonds or bills, each with a thirty-day maturity and (ii) $5,000,000 held in immediately available funds. Following the Effective Date, unless otherwise mutually agreed by the Custodian/Escrow Agent, Class Counsel and the Special Master, the Custodian/Escrow Agent shall invest the Settlement Fund, in compliance with this Section 3. To the extent the investment is not otherwise specified herein, the Settlement Fund will be invested conservatively in a manner designed to assure timely availability of funds in accordance with the distribution schedule contemplated by the Settlement Agreement, protection of principal, and avoidance of concentration risk, and shall be invested only in short-term instruments or accounts. To the extent the investment is not otherwise specified herein, the Settlement Fund shall at all times remain available for distribution in accordance with the terms hereof and the Settlement Agreement.

The Settling Defendants shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Custodian/Escrow Agent.

4. Custodian/Escrow Funds Subject to Jurisdiction of the Court. The Qualified Settlement Fund shall remain subject to the jurisdiction of the Court until such time as the Settlement Fund shall have been distributed, pursuant to the terms of the Settlement Agreement and order(s) of the Court contemplated thereby.

5. Tax Treatment & Reporting. The Custodian/Escrow Account shall be structured and operated at all times in a manner such that it qualifies as a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1. The Special Master, the Settling Defendants, and any other relevant parties shall cooperate to timely make such elections as necessary or advisable to fulfill the requirements of such Treasury Regulation, including making any "relation-back election" under Treasury Regulation § 1.468B-1(j)(2) required to treat the Custodian/Escrow Account as a qualified settlement fund from the earliest permitted date. For purposes of §468B of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, the "administrator" of the qualified settlement fund shall be the Special Master. The Special Master shall timely and properly prepare, deliver to all necessary parties for signature, and file all necessary documentation for any elections required under Treas. Reg. §1.468B-1. The Special Master shall timely and properly prepare and file or cause to be prepared and filed any information and other tax returns necessary or advisable with respect to the Custodian/Escrow Account and the distributions and payments therefrom including without limitation the returns described in Treas. Reg. §1.468B-2(k), and to the extent applicable Treas. Reg. §1.468B-2(1), and as further provided in the Settlement Agreement. The "taxable year" of the Custodian/Escrow Account shall be the "calendar year" as such terms are defined in Section 441 of the Code. The Custodian/Escrow Account shall use the accrual method of accounting as defined in Section 446(c) of the Code.

6. Tax Payments. All Taxes and Tax Expenses (each as defined in the Settlement Agreement) with respect to the Custodian/Escrow Account, as more fully described in the Settlement

Agreement, shall be treated as and considered to be a cost of administration of the Custodian/Escrow Account and the Custodian/Escrow Agent shall timely pay such Taxes and Tax Expenses out of the Settlement Fund without prior order of the Court, as directed by the Special Master and in accordance with the Settlement Agreement. The Special Master shall be responsible for the timely and proper preparation and delivery of any necessary documentation for signature by all necessary parties, and the timely filing of all tax returns and other tax reports required by law with respect to the Custodian/Escrow Account. The Special Master shall be responsible for ensuring that the Custodian/Escrow Account complies with all withholding requirements (including by instructing the Custodian/Escrow Agent to withhold any required amounts) with respect to payments made by the Custodian/Escrow Account. The Custodian/Escrow Agent, as directed by the Special Master, will deduct and withhold any Taxes required to be deducted and withheld by applicable law, including but not limited to required withholding in the absence of proper Tax documentation, and shall remit such Taxes to the appropriate authorities in accordance with applicable law. Any amounts deducted or withheld by the Custodian/Escrow Agent (or any other withholding agent) with respect to payments made by the Custodian/Escrow Account shall be treated for all purposes as though such amounts had been distributed to the Person in respect of which such deduction or withholding was made. The Custodian/Escrow Agent shall not be responsible for any income reporting to the IRS with respect to income earned on the Settlement Fund, however the Custodian/Escrow Agent shall comply with all instructions received from the Special Master regarding the withholding of any amount on account of Taxes and shall cooperate with other requests made by the Special Master to enable the Special Master to fulfill its responsibilities under the Settlement Agreement with respect to tax matters.

7. Disbursement Instructions

(a) The Custodian/Escrow Agent shall hold and release the Settlement Fund as follows:

i. Solely to the extent the Custodian/Escrow Agent has previously received a notice from an Authorized Representative of each of the Settling Defendants confirming the occurrence of the Effective Date: upon receipt of a Special Master Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Special Master Release Instruction, disburse all or part of the Settlement Fund in accordance with such Special Master Release Instruction. "Special Master Release Instruction" means written instruction executed by an Authorized Representative of the Special Master and by an Authorized Representative of Class Counsel directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund to pay, disburse, reimburse, hold, waive, or satisfy any monetary obligation provided for or recognized under any of the terms of the Settlement Agreement.

ii. Upon receipt of a Joint Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in

any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Settlement Fund in accordance with such Joint Release Instruction. A "Joint Release Instruction" means the joint written instruction executed by an Authorized Representative of Class Counsel and by the necessary Authorized Representatives of the Settling Defendants, directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund.

iii. Upon receipt of a Termination Release Instruction with respect to the Settlement Fund, the Custodian/Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Termination Release Instruction, disburse all of the Settlement Fund in accordance with such Termination Release Instruction. The Custodian/Escrow Agent will act on such Termination Release Instruction without further inquiry. "Termination Release Instruction" means written instruction executed by the necessary Authorized Representatives of the Settling Defendants directing the Custodian/Escrow Agent to disburse all or a portion of the Settlement Fund to the Settling Defendants or their respective designees pursuant to Paragraphs 9.9, 9.10 and/or 10.4 of the Settlement Agreement.

(b) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in the Custodian/Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties (pursuant to Section 7(a)) as evidenced by the signatures of the person or persons set forth on Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 (the "Authorized Representatives") and delivered to the Custodian/Escrow Agent. In the event funds transfer instructions are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile, e-mail, telecopier or otherwise, Custodian/Escrow Agent will seek confirmation of such instructions by telephone call back when new wire instructions are established to the applicable Authorized Representatives only if it is reasonably necessary, and Custodian/Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representatives. To assure accuracy of the instructions it receives, Custodian/Escrow Agent may record such call backs. If Custodian/Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it shall not execute the instruction until all issues have been resolved. The persons and telephone numbers for call backs may be validly changed only in a writing that (i) is signed by the party changing its notice designations, and (ii) is received and acknowledged by Custodian/Escrow Agent. If it is determined that the transaction was delayed or erroneously executed as a result of Custodian/Escrow Agent's error, Custodian/Escrow Agent's sole obligation is to pay or refund the amount of such error and any amounts as may be required by applicable law. Any claim for interest payable will be at the then-published rate for United States Treasury Bills having a maturity of 91 days.

(c) Except in the case of gross-negligence, willful misconduct or bad faith, the Custodian/Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Custodian/Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The party providing electronic instructions agrees; (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Custodian/Escrow Agent, including, without limitation, the risk of the Custodian/Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Custodian/Escrow Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Custodian/Escrow Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

8. Fees. The Custodian/Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule attached as Exhibit C. All fees and expenses of Custodian/Escrow Agent shall be paid solely from the Settlement Fund. The Custodian/Escrow Agent may pay itself such fees from the Settlement Fund only after such fees have been approved for payment pursuant to a Joint Release Instruction. If Custodian/Escrow Agent is asked to provide additional services a separate agreement and fee schedule will be entered into.

9. Duties, Liabilities and Rights of Custodian/Escrow Agent. This Custodian/Escrow Agreement sets forth all of the obligations of Custodian/Escrow Agent, and no additional obligations shall be implied from the terms of this Custodian/Escrow Agreement or any other agreement, instrument or document.

(a) Custodian/Escrow Agent may act in reliance upon any instructions, notice, certification, demand, consent, authorization, receipt, power of attorney or other writing delivered to it by the applicable Authorized Representatives, as provided herein, without being required to determine the authenticity or validity thereof or the correctness of any fact stated therein, the propriety or validity of the service thereof. Custodian/Escrow Agent may act in reliance upon any signature which is reasonably believed by it to be genuine, and may assume that such person has been properly authorized to do so.

(b) Custodian/Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder, and it shall incur no liability and shall be fully protected to the extent Custodian/Escrow Agent acts in accordance with the reasonable opinion and instructions of counsel. Custodian/Escrow Agent shall have the right to reimburse itself for reasonable legal fees and reasonable and necessary disbursements and expenses actually incurred from the Custodian/Escrow Account only (i) upon a Joint Release Instruction or (ii) pursuant to an order of the Court.

(c) The Custodian/Escrow Agent, or any of its affiliates, is authorized to manage, advise, or service any money market mutual funds in which any portion of the Settlement Fund may be invested.

(d) Custodian/Escrow Agent is authorized to hold any treasuries held hereunder in its federal reserve account.

(e) The Custodian/Escrow Agent will furnish monthly statements to the Parties setting forth the activity in the Custodian/Escrow Account.

(f) Custodian/Escrow Agent shall not bear any risks related to the investment of the Settlement Fund in accordance with the provisions of paragraph 3 of this Custodian/Escrow Agreement. The Custodian/Escrow Agent will be indemnified by the Settlement Fund, and held harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys chosen by the Custodian/Escrow Agent) as and when incurred, arising out of or based upon any act, omission, alleged act or alleged omission by the Custodian/Escrow Agent or any other cause, in any case in connection with the acceptance of, or performance or non-performance by the Custodian/Escrow Agent of, any of the Custodian/Escrow Agent's duties under this Agreement, except as a result of the Custodian/Escrow Agent's bad faith, willful misconduct or gross negligence.

(g) Upon distribution of all of the funds in the Custodian/Escrow Account pursuant to the terms of this Custodian/Escrow Agreement and any orders of the Court, Custodian/Escrow Agent shall be relieved of any and all further obligations and released from any and all liability under this Custodian/Escrow Agreement, except as otherwise specifically set forth herein.

(h) In the event any dispute shall arise between the parties with respect to the disposition or disbursement of any of the assets held hereunder, the Custodian/Escrow Agent shall be permitted to interplead all of the assets held hereunder into the Court, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets. The parties further agree to pursue any redress or recourse in connection with such a dispute, without making the Custodian/Escrow Agent a party to same.

10. Non-Assignability by Custodian/Escrow Agent. Custodian/Escrow Agent's rights, duties and obligations hereunder may not be assigned or assumed without the written consent of the persons necessary for a Joint Release Instruction.

11. Resignation of Custodian/Escrow Agent. Custodian/Escrow Agent may, in its sole discretion, resign and terminate its position hereunder at any time following 120 days prior written notice to the parties to the Custodian/Escrow Agreement herein. On the effective date of such resignation, Custodian/Escrow Agent shall deliver this Custodian/Escrow Agreement together with any and all related instruments or documents and all funds in the Custodian/Escrow Account

to the successor Custodian/Escrow Agent, subject to this Custodian/Escrow Agreement. If a successor Custodian/Escrow Agent has not been appointed prior to the expiration of 120 days following the date of the notice of such resignation, then Custodian/Escrow Agent may petition the Court for the appointment of a successor Custodian/Escrow Agent, or other appropriate relief. Any such resulting appointment shall be binding upon all of the parties to this Custodian/Escrow Agreement.

12. Notices. Notice to the parties hereto shall be in writing and delivered by hand-delivery, facsimile, electronic mail or overnight courier service, addressed as follows:

If to Class Counsel:

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
San Juan, Puerto Rico 00907
PNapoli@NSPRLaw.com

Scott Summy
Baron & Budd
3102 Oak Lawn Avenue, Suite 1100
Dallas, Texas 75219
ssummy@baronbudd.com

If to the Settling Defendants:

The Chemours Company
Office of the General Counsel
1007 Market Street
Wilmington, DE 19801
Attn: Kristine M. Wellman
kristine.m.wellman@chemours.com

With a copy to:

Jeffrey M. Wintner
Graham W. Meli
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
jmwintner@wlrk.com
gwmeli@wlrk.com

DuPont de Nemours, Inc.
974 Centre Rd.
Wilmington, DE 19806
Attn: Erik T. Hoover
erik.t.hoover@dupont.com

With a copy to:

Kevin T. Van Wart
Kirkland & Ellis LLP
300 North LaSalle
Chicago, IL 60654
kevin.vanwart@kirkland.com

Corteva Inc.
974 Centre Road
Building 735
Wilmington, DE 19805
Attn: Cornel B. Fuerer
cornel.b.fuerer@corteva.com

With a copy to:
Michael T. Reynolds
Cravath, Swaine & Moore LLP
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

	EIDP, Inc. 974 Centre Road Building 735 Wilmington, DE 19805 Attn: Thomas A. Warnock thomas.a.warnock@corteva.com With a copy to: Michael T. Reynolds Cravath, Swaine & Moore LLP 825 Eighth Avenue New York, NY 10019 mreynolds@cravath.com
If to the Special Master:	Matthew Garretson, Wolf/Garretson LLC P.O. Box 2806 Park City, UT 8406
If to Custodian/Escrow Agent:	THE HUNTINGTON NATIONAL BANK Robyn Griffin Senior Managing Director National Settlement Team The Huntington National Bank One Rockefeller Plaza 10th Fl New York, NY 10020 Office: (312) 646-7288 Mobile: (646) 265-3817 E-mail: robyn.griffin@huntington.com Susan Brizendine, Trust Officer Huntington National Bank 7 Easton Oval – EA5W63 Columbus, Ohio 43219 Telephone: (614) 331-9804 E-mail: susan.brizendine@huntington.com

14. Patriot Act Warranties. Section 326 of the USA Patriot Act (Title III of Pub. L. 107-56), as amended, modified or supplemented from time to time (the "Patriot Act"), requires financial institutions to obtain, verify and record information that identifies each person or legal entity that opens an account (the "Identification Information"). The parties to this Custodian/Escrow Agreement agree that they will provide the Custodian/Escrow Agent with such

Identification Information as the Custodian/Escrow Agent may request in order for the Custodian/Escrow Agent to satisfy the requirements of the Patriot Act.

15. Entire Agreement. This Custodian/Escrow Agreement, including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the parties hereto. Any modification of this Custodian/Escrow Agreement or any additional obligations assumed by any party hereto shall be binding only if evidenced by a writing signed by each of the parties hereto. To the extent this Custodian/Escrow Agreement conflicts in any way with the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

16. Governing Law. This Custodian/Escrow Agreement shall be governed by the law of the State of Delaware in all respects. The parties hereto submit to the jurisdiction of the Court, in connection with any proceedings commenced regarding this Custodian/Escrow Agreement, including, but not limited to, any interpleader proceeding or proceeding Custodian/Escrow Agent may commence pursuant to this Custodian/Escrow Agreement for the appointment of a successor Custodian/Escrow Agent, and all parties hereto submit to the jurisdiction of such Court for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue or inconvenient forum.

17. Termination of Custodian/Escrow Account. The Custodian/Escrow Account will terminate after all funds deposited in it, together with all interest earned thereon, are disbursed in accordance with the provisions of the Settlement Agreement and this Custodian/Escrow Agreement.

18. Miscellaneous Provisions.

(a) Counterparts. This Custodian/Escrow Agreement may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Custodian/Escrow Agreement.

(b) Further Cooperation. The Parties hereto agree to do such further acts to execute and deliver such other documents as Custodian/Escrow Agent may reasonably request from time to time in connection with the administration, maintenance, enforcement or adjudication of this Custodian/Escrow Agreement.

(c) Electronic Signatures. The parties agree that the electronic signature (provided by the electronic signing service DocuSign initiated by the Custodian/Escrow Agent) of a party to this Escrow Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Escrow Agreement. The parties agree that any electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

(d) Non-Waiver. The failure of any of the parties hereto to enforce any provision hereof on any occasion shall not be deemed to be a waiver of any preceding or succeeding breach of such provision or any other provision.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE HUNTINGTON NATIONAL BANK, as Custodian/Escrow Agent

By: _____
Robyn Griffin, Senior Managing Director

CLASS COUNSEL

By: _____
Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, NY 10038

By: _____
Scott Summy
Baron & Budd, P.C.
3102 Oak Lawn Avenue
Suite 1100
Dallas Texas, 75219

By: _____
Paul J. Napoli
Napoli Shkolnik
1302 Avenida Ponce de Leon
San Juan, Puerto Rico 00907

THE SPECIAL MASTER

By: _____
Name: Matthew Garretson

SETTLING DEFENDANTS

The Chemours Company

By: _____
Name:
Title:

The Chemours Company FC, LLC

By: _____
Name:
Title:

DuPont de Nemours, Inc.

By: _____
Name:
Title:

Corteva, Inc.

By: _____
Name:
Title:

E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____
Name:
Title:

Exhibit A-1

AUTHORIZED REPRESENTATIVES

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

Class Counsel

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-2

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to The Chemours Company and The Chemours Company FC, LLC (each a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of The Chemours Company and The Chemours Company FC, LLC, all in accordance with the terms of the Escrow Agreement.

The Chemours Company and The Chemours Company FC, LLC

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-4

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to DuPont de Nemours, Inc. (a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of DuPont de Nemours, Inc., all in accordance with the terms of the Escrow Agreement.

DuPont de Nemours, Inc.

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-4

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to DuPont de Nemours, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (each, a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of DuPont de Nemours, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc., all in accordance with the terms of the Escrow Agreement.

Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc.

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit A-5

AUTHORIZED REPRESENTATIVES

Each of the Authorized Representatives is, with respect to Matthew Garretson (a Settling Defendant), authorized to issue instructions, confirm funds transfer instructions by callback, and effect changes in Authorized Representatives of Matthew Garretson, all in accordance with the terms of the Escrow Agreement.

Matthew Garretson

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

By: _____

Name: _____

Law Firm: _____

Email: _____

Phone: _____

Exhibit B

Settlement Agreement

Exhibit C

Fees of Custodian/Escrow Agent

Acceptance Fee:	**Waived**
The Acceptance Fee includes the review of the Custodian/Escrow Agreement, acceptance of the role as Custodian/Escrow Agent, establishment of Custodian/Escrow Account(s), and receipt of funds.	
Annual Administration Fee:	**Waived**
The Annual Administration Fee includes the performance of administrative duties associated with the Custodian/Escrow Account including daily account management, generation of account statements to appropriate parties, and disbursement of funds in accordance with the Custodian/Escrow Agreement. Administration Fees are payable annually in advance without proration for partial years.	
Out of Pocket Expenses:	**Waived**
Out of pocket expenses include postage, courier, overnight mail, wire transfer, and travel fees.	

EXHIBIT I

EXHIBIT I: EXCLUDED STATE-OWNED PUBLIC WATER SYSTEMS

PWS ID	PWS Name	Type	Owner
AR0000315	ADC - CUMMINS UNIT MAINT	Community Water System	State Government
AS9711948	Central ASG	Community Water System	State Government
AZ0407555	ASPC LEWIS COMPLEX WATER SYSTEM	Community Water System	State Government
AZ0411705	ADOC EYMAN UNIT	Community Water System	State Government
AZ0414099	ASPC YUMA	Community Water System	State Government
AZ0420557	ADOC TUCSON	Community Water System	State Government
CA1310800	CALIPATRIA STATE PRISON	Community Water System	State Government
CA1310801	CENTINELA STATE PRISON	Community Water System	State Government
CA1510800	CCI - TEHACHAPI	Community Water System	State Government
CA1510801	WASCO ST. PRISON RECEPTION CTR	Community Water System	State Government
CA1510802	KERN VALLEY STATE PRISON	Community Water System	State Government
CA1805004	CDCR-HIGH DESERT STATE PRISON	Community Water System	State Government
CA1910254	HUNGRY VALLEY STATE VEHICULAR REC AREA	Non-Transient Non-Community Water System	State Government
CA2710850	CORRECTIONAL TRAINING FACILITY - SOLEDAD	Community Water System	State Government
CA2710851	SALINAS VALLEY STATE PRISON	Community Water System	State Government
CA3310800	CALIFORNIA REHABILITATION CENTER - NORCO	Community Water System	State Government
CA3310802	CHUCKAWALLA VALLEY STATE PRISON	Community Water System	State Government
CA3410032	FOLSOM STATE PRISON	Community Water System	State Government
CA3610850	CALIFORNIA INSTITUTION FOR MEN	Community Water System	State Government
CA4010830	CALIFORNIA MENS COLONY	Community Water System	State Government
CA4010832	ATASCADERO STATE HOSPITAL	Community Water System	State Government
CA4310302	HENRY COE PARK RABBIT SPRING	Community Water System	State Government
CA4810800	CALIFORNIA STATE PRISON - SOLANO	Community Water System	State Government
CA5510851	CDCR - SIERRA CONSERVATION CENTER	Community Water System	State Government
CO0108350	BUENA VISTA CORRECTIONAL FACILITY	Community Water System	State Government
CO0251466	LAKE PUEBLO STATE PARK	Non-Transient Non-Community Water System	State Government
CT0780021	UNIVERSITY OF CONNECTICUT - MAIN CAMPUS	Community Water System	State Government
FL2040372	FLORIDA STATE PRISON	Community Water System	State Government
FL2630930	RAIFORD STATE PRISON WATER SYS	Community Water System	State Government
FL2631207	UNION CORRECTIONAL INSTITUTE	Community Water System	State Government
GA0090006	CENTRAL STATE HOSPITAL	Community Water System	State Government
GA0310006	GEORGIA SOUTHERN UNIVERSITY	Community Water System	State Government
GA2670005	ROGERS STATE PRISON	Community Water System	State Government
GA2770004	ABRAHAM BALDWIN AGRI. COLLEGE	Community Water System	State Government
IA8503528	ISU	Community Water System	State Government
IL0875510	VIENNA CORRECTIONAL CENTER	Community Water System	State Government
IN2460041	PURDUE UNIVERSITY NORTH CENTRAL	Non-Transient Non-Community Water System	State Government
IN5279015	PURDUE UNIV. WATER WORKS	Community Water System	State Government
KS2004513	UNIVERSITY OF KANSAS	Community Water System	State Government
KS2010312	LANSING CORRECTIONAL FACILITY	Community Water System	State Government
KS2014503	LARNED STATE HOSPITAL	Community Water System	State Government
KY1030480	MOREHEAD STATE UNIVERSITY	Community Water System	State Government
LA1061005	GRAMBLING STATE UNIVERSITY WS	Community Water System	State Government
LA1125005	LOUISIANA STATE PENITENTIARY	Community Water System	State Government
MA1004001	DCR MT GREYLOCK STATE RESERVATION	Transient Non-Community Water System	State Government
MA1091003	DCR ERVING STATE FOREST	Transient Non-Community Water System	State Government
MA1193015	DCR BEARTOWN STATE FOREST	Transient Non-Community Water System	State Government
MA1203007	DCR SANDISFIELD STATE FOREST	Transient Non-Community Water System	State Government
MA1236016	DCR BERKSHIRE REGIONAL HQ	Transient Non-Community Water System	State Government
MA2153001	DCR LEOMINSTER STATE FOREST	Transient Non-Community Water System	State Government
MA2208001	MCI NORFOLK/CEDAR JUNCTION/WALPOLE	Community Water System	State Government
MA2270001	MCI SHIRLEY	Community Water System	State Government
MA3051017	DCR GREAT BROOK FARM STATE PARK	Transient Non-Community Water System	State Government
MA3295001	TEWKSBURY HOSPITAL	Community Water System	State Government
MA4052022	DCR MYLES STANDISH STATE FOREST	Transient Non-Community Water System	State Government
MA4102036	DCR FREETOWN STATE FOREST	Transient Non-Community Water System	State Government
MA4334031	DCR HORSENECK BEACH STATE RESERVATION	Transient Non-Community Water System	State Government
MA4334032	DCR HORSENECK BEACH CAMPGROUND	Transient Non-Community Water System	State Government

PWS ID	PWS Name	Type	Owner
MA4350001	WRENTHAM DEVELOPMENTAL CENTER	Community Water System	State Government
MD0002772	SPRINGFIELD STATE HOSPITAL	Community Water System	State Government
MD0002862	SUPERINTENDANT OF CORRECTIONS	Community Water System	State Government
MD0190013	EASTERN CORRECTIONAL INSTITUTE	Community Water System	State Government
MD1300004	MSA-ORIOLE PARK/NORTH & SOUTH WAREHOUSES	Non-Transient Non-Community Water System	State Government
MD1300005	MSA-M&T STADIUM	Non-Transient Non-Community Water System	State Government
ME0090342	MOUNTAIN VIEW CORRECTIONAL FACILITY	Community Water System	State Government
MI0001510	LAKELAND CORRECTIONAL FACILITY	Community Water System	State Government
MI0005989	SECONDARY GOV'T COMPLEX	Community Water System	State Government
MO4061410	BONNE TERRE PRISON	Community Water System	State Government
MO4069041	FARMINGTON CORRECTIONAL CENTER	Community Water System	State Government
MP1008000	DEPT OF PUBLIC WORKS	Community Water System	State Government
MP1009000	DEPT OF PUBLIC WORKS	Community Water System	State Government
MS0110013	ALCORN STATE UNIVERSITY	Community Water System	State Government
MS0250034	UNIVERSITY OF MS MEDICAL CNTR	Non-Transient Non-Community Water System	State Government
MS0360015	UNIVERSITY OF MISSISSIPPI	Community Water System	State Government
MS0530012	MS STATE UNIVERSITY	Community Water System	State Government
MS0610032	MS STATE HOSPITAL-WHITFIELD	Community Water System	State Government
MT0004204	UNIVERSITY OF MONTANA	Non-Transient Non-Community Water System	State Government
MT0004790	MONTANA STATE UNIVERSITY BOZEMAN	Non-Transient Non-Community Water System	State Government
NE3115505	ASHLAND NATIONAL GUARD CAMP	Community Water System	State Government
NH0691010	UNH/DURHAM WATER SYS	Community Water System	State Government
NH1034010	HAMPSTEAD HOSPITAL	Non-Transient Non-Community Water System	State Government
NJ0339001	NEW LISBON DEVELOPMENT CTR	Community Water System	State Government
NJ0436499	NEW JERSEY MOTOR VEHICLE INSPECTION STAT	Non-Transient Non-Community Water System	State Government
NJ0609001	NJ STATE PRISON BAYSIDE	Community Water System	State Government
NJ1008300	DOVES RCH	Non-Transient Non-Community Water System	State Government
NJ1021435	NEW JERSEY MOTOR VEHICLE COMMISSION	Non-Transient Non-Community Water System	State Government
NJ1025001	EDNA MAHAN CORRECTIONAL	Community Water System	State Government
NJ1436365	NJDOT @ ROXBURY CORP CENTER	Non-Transient Non-Community Water System	State Government
NM3590022	OASIS STATE PARK	Transient Non-Community Water System	State Government
NV0005062	SOUTHERN DESERT CORRECTIONAL CTR NDOC	Community Water System	State Government
NY0017622	STATE UNIVERSITY OF NEW YORK	Community Water System	State Government
NY0017628	SUNY AT MORRISVILLE	Community Water System	State Government
NY0018369	DELHI COLLEGE GOLF COURSE W.S.	Community Water System	State Government
NY0217051	SUNY ALFRED	Community Water System	State Government
NY0220581	ALFRED STATE COLLEGE	Community Water System	State Government
NY0420357	RED HOUSE WATER SUPPLY - ASP	Non-Transient Non-Community Water System	State Government
NY0420358	BARTON & WELLER TRAIL - ASP	Non-Transient Non-Community Water System	State Government
NY0904192	CLINTON CORRECTIONAL FACILITY	Community Water System	State Government
NY0919482	ALTONA CORRECTIONAL FACILITY	Community Water System	State Government
NY1303210	HUDSON RIVER PSYCHIATRIC CTR	Community Water System	State Government
NY1312152	TROOP K HEADQUARTERS	Non-Transient Non-Community Water System	State Government
NY1415379	COLLINS/GOWANDA CORRECTIONAL FACILITIES	Community Water System	State Government
NY1911843	NYS THRUWAY- NEW BALTIMORE SERVICE AREA	Non-Transient Non-Community Water System	State Government
NY2613319	MORRISVILLE STATE COLLEGE	Community Water System	State Government
NY2908333	JONES BEACH STATE PARK	Non-Transient Non-Community Water System	State Government
NY3530220	FT. MONTGOMERY VISITORS CENTER	Transient Non-Community Water System	State Government
NY4317681	BEAR MOUNTAIN WATER SUPPLY	Community Water System	State Government
NY4910589	WILLARD DRUG TREATMENT CENTER	Community Water System	State Government
NY5117671	ROBERT MOSES STATE PARK	Community Water System	State Government
NY5330074	NYSDOT WEST OWEGO	Transient Non-Community Water System	State Government
NY5503015	NYS OFFICE OF CHILDREN & FAMILY SERVICES	Community Water System	State Government
NY5704191	GREAT MEADOW/WASHINGTON CORR. FACILITIES	Community Water System	State Government
NY5902878	CAMP SMITH NYS	Non-Transient Non-Community Water System	State Government
OH6501712	ODRC-PICKAWAY CORRECTION PWS	Community Water System	State Government
OH7101212	CHILLICOTHE CORRECTIONAL INSTITUTION	Community Water System	State Government
OH8301012	LEBANON CORRECTIONAL INSTITUTION	Community Water System	State Government
OK1020910	OSU WATER PLANT	Community Water System	State Government
OK1021602	OKLA ORDNANCE WORKS AUTHORITY	Community Water System	State Government
OK2001413	OKLAHOMA UNIVERSITY	Community Water System	State Government
OK3001414	OKLAHOMA UNIVERSITY	Community Water System	State Government

PWS ID	PWS Name	Type	Owner
PA4140095	PENN STATE UNIV.	Community Water System	State Government
PA4140098	ROCKVIEW	Community Water System	State Government
PA7210046	STATE CORRECTIONAL INST	Community Water System	State Government
RI1592012	LADD CENTER WATER SYSTEM	Community Water System	State Government
RI1900003	COVENTRY NATIONAL GUARD	Non-Transient Non-Community Water System	State Government
TX0010031	TDCJ COFFIELD MICHAEL	Community Water System	State Government
TX0010044	TDCJ BETO UNIT	Community Water System	State Government
TX0130002	TDCJ CHASE FIELD	Community Water System	State Government
TX0200201	TDCJ RAMSEY AREA	Community Water System	State Government
TX0210017	TEXAS A&M UNIVERSITY MAIN CAMPUS	Community Water System	State Government
TX0790085	TDCJ JESTER 1 UNIT	Community Water System	State Government
TX1050003	TEXAS STATE UNIVERSITY - SAN MARCOS	Community Water System	State Government
TX1160008	TEXAS A&M UNIVERSITY COMMERCE	Community Water System	State Government
TX2370002	PRAIRIE VIEW A&M UNIVERSITY	Community Water System	State Government
VA1051070	BREAKS INTERSTATE PARK	Non-Transient Non-Community Water System	State Government
VA1121835	VPI & STATE UNIV-BLACKSBURG-	Community Water System	State Government
VA1169701	NATURAL TUNNEL STATE PK-SYS 2	Community Water System	State Government
VA3800810	TIDEWATER COMMUNITY COLLEGE	Non-Transient Non-Community Water System	State Government
VA4075735	JAMES RIVER CORRECTIONAL CTR	Community Water System	State Government
VA5009200	LYNCHBURG TRAINING SCH & HOSP	Community Water System	State Government
WA5321900	EASTERN WASHINGTON UNIVERSITY	Community Water System	State Government
WA5393200	WASHINGTON STATE UNIVERSITY	Community Water System	State Government
WI1130235	MENDOTA MENTAL HEALTH INST	Community Water System	State Government
WI1140142	WAUPUN CORRECTIONAL INST	Community Water System	State Government

EXHIBIT J

EXHIBIT J: EXCLUDED FEDERAL-OWNED PUBLIC WATER SYSTEMS

PWS ID	PWS Name	Type	Owner
AK2211423	JBER-ELMENDORF	Community Water System	Federal Government
AK2370625	EIELSON - AIR FORCE BASE	Community Water System	Federal Government
AK2372245	EIELSON - BIRCH LAKE RECREATION AREA	Transient Non-Community Water System	Federal Government
AK2390594	DENALI - MAIN / FRONT COUNTRY	Non-Transient Non-Community Water System	Federal Government
AL0000899	US ARMY GARRISON-REDSTONE ARSENAL	Community Water System	Federal Government
AL0001421	HOUSTON USFS REC AREA / FOX RUN	Transient Non-Community Water System	Federal Government
AL0001494	ANNISTON ARMY DEPOT	Community Water System	Federal Government
AR0000690	US AIR FORCE BASE LITTLE ROCK	Community Water System	Federal Government
AZ0402078	US ARMY FORT HUACHUCA	Community Water System	Federal Government
AZ0403702	GRAND CANYON NATIONAL PARK	Community Water System	Federal Government
AZ0403712	GLEN CANYON NRA WAHWEAP	Community Water System	Federal Government
AZ0407305	USAF LUKE AIR FORCE BASE	Community Water System	Federal Government
AZ0411303	USSOCOM PARACHUTE TRAINING	Transient Non-Community Water System	Federal Government
AZ0413246	USFS PNF AIRPORT FIRE CENTER	Transient Non-Community Water System	Federal Government
AZ0414082	USMC YUMA MAIN SYSTEM	Community Water System	Federal Government
AZ0420549	USAF DAVIS MONTHAN AFB	Community Water System	Federal Government
CA0900649	SOUTH SHORE RECREATION AREA	Non-Transient Non-Community Water System	Federal Government
CA1510701	EDWARDS AFB - MAIN BASE	Community Water System	Federal Government
CA1510703	CHINA LAKE NAVAL AIR WEAPONS STATION	Community Water System	Federal Government
CA1610700	LEMOORE NAVAL AIR STATION	Community Water System	Federal Government
CA1810700	SIERRA ARMY DEPOT	Non-Transient Non-Community Water System	Federal Government
CA2110350	NPS GGNRA	Community Water System	Federal Government
CA2710702	FORT HUNTER LIGGETT	Community Water System	Federal Government
CA3610702	USMC YERMO ANNEX	Non-Transient Non-Community Water System	Federal Government
CA3610703	USMC - 29 PALMS	Community Water System	Federal Government
CA3610705	US ARMY FORT IRWIN	Community Water System	Federal Government
CA3710700	CAMP PENDLETON (NORTH)	Community Water System	Federal Government
CA3710701	FACILITIES MAINTENANCE OFFICE	Community Water System	Federal Government
CA3710702	CAMP PENDLETON (SOUTH)	Community Water System	Federal Government
CA3710706	USN SERE CAMP WARNER SPRINGS	Transient Non-Community Water System	Federal Government
CA3710750	NAS NORTH ISLAND & NAB CORONADO	Community Water System	Federal Government
CA4300997	NASA AMES RESEARCH CENTER	Community Water System	Federal Government
CA5810700	BEALE AIR FORCE BASE	Community Water System	Federal Government
CO0121845	US AIR FORCE ACADEMY	Community Water System	Federal Government
CO0221445	US DEPARTMENT OF THE ARMY FORT CARSON	Community Water System	Federal Government
DC0000003	NAVAL STATION WASHINGTON - WNY	Community Water System	Federal Government
DC0000004	JOINT BASE ANACOSTIA - BOLLING	Community Water System	Federal Government
FL1034107	TYNDALL AIR FORCE BASE	Community Water System	Federal Government
FL1170548	N.A.S. PENSACOLA	Community Water System	Federal Government
FL1170814	NAS PENSACOLA / CORRY STATION	Community Water System	Federal Government
FL1460782	HURLBURT FIELD WATER SYSTEM	Community Water System	Federal Government
FL1570708	U.S. NAS WHITING FIELD	Community Water System	Federal Government
FL2161212	N.A.S. JACKSONVILLE	Community Water System	Federal Government
FL3054024	JOHN F KENNEDY SPACE CENTER (CONSEC)	Non-Transient Non-Community Water System	Federal Government
FL3054128	PATRICK AIR FORCE BASE(CONSEC)	Community Water System	Federal Government
FL3054140	CAPE CANAVERAL AFS (CONSEC)	Non-Transient Non-Community Water System	Federal Government
GA0390013	USN-KINGS BAY SUBMARINE BASE	Community Water System	Federal Government
GA0510107	USA-HUNTER ARMY AIRFIELD - MAIN	Community Water System	Federal Government
GA0950035	USMC-LOGISTICS	Community Water System	Federal Government
GA1530042	USAF-ROBINS AB MAIN	Community Water System	Federal Government
GA1790024	USA-FORT STEWART MAIN	Community Water System	Federal Government
GA1850125	USAF-MOODY AIR FORCE BASE-MAIN	Community Water System	Federal Government
GA2450028	USA-FORT GORDON	Community Water System	Federal Government
GU0000009	ANDERSEN AIR FORCE BASE WATER SYSTEM	Community Water System	Federal Government
GU0000010	U.S. NAVY WATER SYSTEM	Community Water System	Federal Government
HI0000146	HAWAII VOLCANOES NAT.PARK	Community Water System	Federal Government
HI0000337	ALIAMANU	Community Water System	Federal Government

PWS ID	PWS Name	Type	Owner
HI0000341	FORT SHAFTER	Community Water System	Federal Government
HI0000345	SCHOFIELD BARRACKS	Community Water System	Federal Government
HI0000346	TRIPLER ARMY MEDICAL CNTR	Community Water System	Federal Government
HI0000350	HICKAM	Community Water System	Federal Government
HI0000356	MARINE CORPS BASE HAWAII	Community Water System	Federal Government
HI0000357	NCTAMS EASTPAC	Community Water System	Federal Government
HI0000360	JOINT BASE PEARL HARBOR-HICKAM	Community Water System	Federal Government
ID4200054	MOUNTAIN HOME AIR FORCE BASE	Community Water System	Federal Government
IL0975227	GREAT LAKES NAVAL TRAINING STATION	Community Water System	Federal Government
IL0975637	US ARMY FT SHERIDAN	Community Water System	Federal Government
IL1615387	ROCK ISLAND ARSENAL, US ARMY	Community Water System	Federal Government
IN5241015	CAMP ATTERBURY	Community Water System	Federal Government
IN5251003	NAVAL SUPPORT ACTIVITY, CRANE	Community Water System	Federal Government
KS2017323	MCCONNELL AFB	Community Water System	Federal Government
KY0310940	MAMMOTH CAVE/CENTRAL SYSTEM	Community Water System	Federal Government
KY0470624	FT KNOX WATER DEPT	Community Water System	Federal Government
LA1015022	BARKSDALE AFB WATER SYSTEM	Community Water System	Federal Government
MA3023002	HANSCOM AFB	Community Water System	Federal Government
MA4086041	CCNS DOANE ROCK PICNIC AREA	Transient Non-Community Water System	Federal Government
MA4096001	OTIS AIR NATIONAL GUARD BASE	Community Water System	Federal Government
MA4318047	CCNS MARCONI AREA	Non-Transient Non-Community Water System	Federal Government
MA4318088	CCNS NAUSET LIGHT BEACH	Transient Non-Community Water System	Federal Government
MD0000024	EDGEWOOD ARSENAL	Community Water System	Federal Government
MD0020042	U.S. NAVAL ACADEMY	Community Water System	Federal Government
MD0080058	NAVAL SUPPORT FACILITY, INDIAN HEAD	Community Water System	Federal Government
MD0100011	FORT DETRICK	Community Water System	Federal Government
MD0120010	A.P.G. - EDGEWOOD AREA	Community Water System	Federal Government
MD0180022	PATUXENT NAVAL AIR STATION (NAVFAC-WASH)	Community Water System	Federal Government
MO1079501	WHITEMAN AIR BASE	Community Water System	Federal Government
MS0230015	STENNIS SPACE CENTER	Community Water System	Federal Government
MS0240049	KEESLER AIR FORCE BASE	Community Water System	Federal Government
MS0240060	NAVAL CONSTRUCTION BATTAL CTR	Community Water System	Federal Government
MS0440018	COLUMBUS AIR FORCE BASE	Community Water System	Federal Government
MT0000515	MALMSTROM AIR FORCE BASE	Community Water System	Federal Government
MT0004788	MONTANA STATE UNIVERSITY BILLINGS	Non-Transient Non-Community Water System	Federal Government
NC0425035	MARINE CORPS AIR STATION CHERRY POINT	Community Water System	Federal Government
NC0467040	CAMP LEJEUNE	Community Water System	Federal Government
NC0467041	USMC LEJEUNE--HADNOT POINT	Community Water System	Federal Government
NC0467042	USMC LEJEUNE--NEW RIVER AIR ST	Community Water System	Federal Government
NC0467043	USMC LEJEUNE--HOLCOMB BLVD	Community Water System	Federal Government
NC0496055	SEYMOUR JOHNSON AFB	Community Water System	Federal Government
NE3105527	OFFUT AIR FORCE BASE	Community Water System	Federal Government
NE3105528	CAPHART	Community Water System	Federal Government
NH0346030	USFS WMNF ADMINISTRATIVE CMPLX	Non-Transient Non-Community Water System	Federal Government
NH0926010	ANDROSCOGGIN RANGER STATION	Non-Transient Non-Community Water System	Federal Government
NH1646020	USSF SPACE FORCE STN SAT TRKNG	Non-Transient Non-Community Water System	Federal Government
NJ0108352	DOT FAA ATL BLD 33 & BLD 208	Non-Transient Non-Community Water System	Federal Government
NJ0325001	JBMDL-DIX MAIN SYSTEM	Community Water System	Federal Government
NJ0326006	JBMDL - MCGUIRE AFB	Community Water System	Federal Government
NJ1511010	JBMDL - LAKEHURST	Community Water System	Federal Government
NJ1511303	LAKEHURST NAVAL AIR ENGINEERING STATION	Non-Transient Non-Community Water System	Federal Government
NM3562719	HOLLOMAN AIR FORCE BASE	Community Water System	Federal Government
NM3567701	KIRTLAND AIR FORCE BASE	Community Water System	Federal Government
NM3567905	CANNON AIR FORCE BASE WATER SYSTEM	Community Water System	Federal Government
NM3568007	WHITE SANDS MISSILE RANGE (MAIN POST)-FF	Community Water System	Federal Government
NV0001081	CREECH AIR FORCE BASE	Non-Transient Non-Community Water System	Federal Government
NV0003028	NELLIS AIR FORCE BASE	Community Water System	Federal Government
NY1319255	CASTLE POINT MEDICAL CENTER	Community Water System	Federal Government
NY2212214	FORT DRUM	Community Water System	Federal Government
NY2230111	US COAST GUARD - WELLESLEY ISLAND	Non-Transient Non-Community Water System	Federal Government
NY5111891	BROOKHAVEN NATIONAL LABS	Community Water System	Federal Government

PWS ID	PWS Name	Type	Owner
NY7011882	USCG SUPPORT CENTER	Community Water System	Federal Government
OK2005508	TINKER AIR FORCE BASE	Community Water System	Federal Government
OK3003303	ALTUS AFB	Community Water System	Federal Government
PA2450053	TOBYHANNA ARMY DEPOT	Community Water System	Federal Government
PA5020955	VA PITTSBURGH UD	Non-Transient Non-Community Water System	Federal Government
PA7210069	NAVAL SUPPORT ACTIVITY 09M211	Community Water System	Federal Government
PA7380444	LEBANON VA MEDICAL CENTER	Non-Transient Non-Community Water System	Federal Government
PA7670151	DEFENSE DISTRIBUTION EAST REG.	Community Water System	Federal Government
RI1000016	NAVAL STATION, NEWPORT	Community Water System	Federal Government
SC0750039	USMC HOUSING LAUREL BAY	Community Water System	Federal Government
SC4310501	SHAW AFB (SC4310501)	Community Water System	Federal Government
SD4600623	ELLSWORTH AIR FORCE BASE	Community Water System	Federal Government
SD4680004	ELLSWORTH AFB	Community Water System	Federal Government
SD4680046	NPS-MOUNT RUSHMORE NATIONAL MEMORIAL	Non-Transient Non-Community Water System	Federal Government
TN0000468	NSA - MIDSOUTH	Community Water System	Federal Government
TN0000800	DOE K-25 W.P., % A. TRIVETTE	Community Water System	Federal Government
TN0000820	FORT CAMPBELL WATER SYSTEM	Community Water System	Federal Government
TN0001060	OAK RIDGE NATIONAL LAB X-10	Non-Transient Non-Community Water System	Federal Government
TN0004209	WATTS BAR PROJECT,TVA	Non-Transient Non-Community Water System	Federal Government
TX1010250	NASA JOHNSON SPACE CENTER	Non-Transient Non-Community Water System	Federal Government
TX1230092	FEDERAL CORRECTIONAL COMPLEX-BEAUMONT	Community Water System	Federal Government
TX2200332	NAVAL AIR STN JOINT RESERVE BASE	Community Water System	Federal Government
TX2210013	DYESS AIR FORCE BASE	Community Water System	Federal Government
TX2260027	GOODFELLOW AIR FORCE BASE	Community Water System	Federal Government
TX2330006	LAUGHLIN AIR FORCE BASE	Community Water System	Federal Government
TX2430007	SHEPPARD AIR FORCE BASE	Community Water System	Federal Government
UTAH18173	VA MEDICAL CENTER SLC	Community Water System	Federal Government
UTAH27051	ZION CANYON WATER SYSTEM	Community Water System	Federal Government
VA3710050	NAVAL STATION NORFOLK	Community Water System	Federal Government
VA3740500	NORFOLK NAVAL SHIPYARD	Community Water System	Federal Government
VA3740650	NSA HAMPTON ROADS, PORTSMOUTH ANNEX	Community Water System	Federal Government
VA3810340	LITTLE CREEK AMPHIBIOUS BASE - U.S. NAVY	Community Water System	Federal Government
VA3810430	N A S OCEANA	Community Water System	Federal Government
VA6099340	NAVAL SUPPORT FACILITY, DAHLGREN	Community Water System	Federal Government
VA6153060	QUANTICO MCB-CAMP BARRETT	Community Water System	Federal Government
VA6153675	QUANTICO MARINE BASE-MAINSIDE	Community Water System	Federal Government
WA5300100	ENERGY DEPT OF/200W	Non-Transient Non-Community Water System	Federal Government
WA5302714	NAVAL BASE KITSAP AT BANGOR	Community Water System	Federal Government
WA5303420	NAVAL AIR STATION/WHIDBEY ISLAND	Community Water System	Federal Government
WA5303468	NAVAL BASE KITSAP AT BREMERTON	Community Water System	Federal Government
WA5324350	FAIRCHILD AIR FORCE BASE	Community Water System	Federal Government
WA5341866	ENERGY DEPT OF/200E	Non-Transient Non-Community Water System	Federal Government
WA53NP580	LONGMIRE	Non-Transient Non-Community Water System	Federal Government
WI6420302	FORT MCCOY NORTH POST	Community Water System	Federal Government
WI7290120	WI AIR NATIONAL GUARD VOLK FIELD	Community Water System	Federal Government
WV3300227	VA MEDICAL CENTER	Community Water System	Federal Government
WV9917026	FBI CENTER CLARKSBURG	Non-Transient Non-Community Water System	Federal Government
WY5680074	YNP-CANYON VILLAGE	Non-Transient Non-Community Water System	Federal Government
WY5680085	YNP-OLD FAITHFUL	Community Water System	Federal Government
WY5680095	GTNP-COLTER BAY VILLAGE	Community Water System	Federal Government
WY5680122	USAF F.E. WARREN AFB	Community Water System	Federal Government

EXHIBIT K

EXHIBIT K: AUTHORIZATION LETTER

[Letterhead of Settlement Class Member]

[Date]

[Claims Administrator], as Claims Administrator
[Address]
[Address]

To the Claims Administrator:

Reference is made to Paragraph 11.6.2 of the Class Action Settlement Agreement, dated as of June 30, 2023, by and among (i) Class Representatives, individually and on behalf of the Settlement Class Members, by and through Class Counsel, and (ii) 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. (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

Attached are (i) a duly completed and executed Internal Revenue Service ("IRS") Form 1098-F (or other information return required pursuant to Treasury Regulations Section 1.6050X-1(a)(1)) of the undersigned with respect to each Settling Defendant (the "Forms 1098-F") and (ii) a duly completed written statement that satisfies the requirements of Treasury Regulations Section 1.6050X-1(c) of the undersigned with respect to each Settling Defendant (the "Written Statements").

You are hereby authorized and instructed to timely file with the IRS on behalf of the undersigned the Forms 1098-F and to timely provide to each Settling Defendant on behalf of the undersigned the Written Statement relating to such Settling Defendant.

The undersigned hereby certifies that the Forms 1098-F and the Written Statements have been prepared in compliance with the Agreement.

[SETTLEMENT CLASS MEMBER]

By: _____
Name:
Title:

EXHIBIT L

EXHIBIT L: STIPULATION OF PARTIAL DISMISSAL

[CAPTION OF MDL MEMBER CASE OR OTHER LITIGATION]

STIPULATION OF DISMISSAL OF RELEASED CLAIMS WITH PREJUDICE PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 41(a)(1)(A)(ii)[1]

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiff in the above-captioned action and 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. (collectively, the "DuPont Defendants") hereby stipulate and agree to a dismissal with prejudice of Plaintiff's claims against the DuPont Defendants that are "Released Claims" as defined in the Class Action Settlement Agreement between Class Representatives and the DuPont Defendants dated June 30, 2023, filed in *In re Aqueous Film-Forming Foams Products Liability Litigation*, MDL No. 2:18-mn-2873 (D.S.C) (the "Agreement").

The parties further stipulate and agree that any claims asserted by Plaintiff against the DuPont Defendants that are preserved under § 12.1.2(a) or 12.1.3(y) of the Agreement are not dismissed. The DuPont Defendants shall retain all defenses with respect to any such claim, including the right to argue that the claim is not preserved and is released. Plaintiff reserves its rights against all other Defendants in the above-captioned action.

[1] This stipulation shall be conformed to reference and comply with applicable rules in any Litigation pending in state court.

Dated:

Respectfully submitted,

/s/

[Plaintiff Counsel Signature Block]

Counsel for Plaintiff

/s/

[DuPont Counsel Signature Block]

Counsel for 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.

ANNEX

Separate Letter Agreement to be Filed Under Seal

Confidential Document Contemporaneously Submitted to the Court for In Camera Review in Compliance with CMO No. 17

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	MDL No. 2:18-mn-2873-RMG **This Document relates to**: *City of Camden, et al., v. 3M Company,* No. 2:23-cv-~~XXXX~~03147-RMG

SETTLEMENT AGREEMENT BETWEEN
PUBLIC WATER SYSTEMS AND 3M COMPANY

This Settlement Agreement (including its Exhibits) is entered into, subject to Final Approval of the Court, as of ~~June __,~~August 28, 2023, by and among the Class Representatives and 3M.

1. RECITALS

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

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

1.3. WHEREAS, Class Members are Public Water Systems that have asserted or could assert potential Claims against 3M related to PFAS in water supplies;

1.4. WHEREAS, Interim Class Counsel and 3M's Counsel have engaged in extensive, arm's-length negotiations, and have—subject to the Final Approval of the Court as provided for herein—reached an agreement to settle and release Class Members' PFAS-related Claims against 3M in exchange for payment and subject to the terms and conditions set forth below;

1.5. WHEREAS, Class Representatives and Interim Class Counsel have concluded—after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses to those Claims, and the applicable law, and the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims—that it would be in the best interests of Class Members to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Class Members, and further, that Class Representatives and Interim Class

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

1.6. WHEREAS, 3M, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted or that could be asserted in the Litigation, either on its part or on the part of any of the Released Parties, and while continuing to specifically deny and dispute the scientific, medical, factual, and other bases asserted in support of those Claims, has nevertheless concluded that it will enter into this Settlement Agreement in order to, among other things, avoid the expense, inconvenience, risks, uncertainties, and distraction of further litigation.

2. DEFINITIONS

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

2.1. "3M" means 3M Company.

2.2. "3M's Counsel" means Thomas J. Perrelli and the law firm of Jenner & Block LLP, 1099 New York Avenue, N.W., Suite 900, Washington, DC 20001-4412; and Richard F. Bulger and the law firm of Mayer Brown LLP, 71 South Wacker Drive, Chicago, Illinois 60606.

2.3. "Action Fund" means the Phase One Action Fund or the Phase Two Action Fund. "Phase One Action Fund" has the meaning set forth in Paragraph 6.7.2 of this Settlement Agreement. "Phase Two Action Fund" has the meaning set forth in Paragraph 6.8.6 of this Settlement Agreement.

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

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

2.6. "Agreement" means this Settlement Agreement.

2.7. "Allocated Amount" means the portion of the Phase One Action Fund or of the Phase Two Action Fund payable to each Qualifying Class Member.

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

2.9. "Business Day" means a day other than a Saturday, Sunday, or legal holiday in the United States of America as defined by Federal Rule of Civil Procedure 6(a)(6).

2.10. "Claim" means any past, present, or future claim—including counterclaims, cross-claims, actions, rights, remedies, causes of action, liabilities, suits, proceedings, demands, damages, injuries, losses, payments, judgments, verdicts, debts, dues, sums of money, liens, costs and expenses (including attorneys' fees and costs), accounts, reckonings, bills, covenants, contracts, controversies, agreements, obligations, promises, requests, assessments, charges, disputes, performances, warranties, omissions, grievances, or monetary impositions of any sort, in each case in any forum and on any theory, whether legal, equitable, regulatory, administrative, or statutory; arising under federal, state, or local constitutional or common law, statute, regulation, guidance, ordinance, contract, or principles of equity; filed or unfiled; asserted or unasserted; fixed, contingent, or non-contingent; known or unknown; patent or latent; open or concealed; discovered or undiscovered; suspected or unsuspected; foreseen, foreseeable, unforeseen, or unforeseeable; matured or unmatured; manifested or not; accrued or unaccrued; ripened or unripened; perfected or unperfected; choate or inchoate; developed or undeveloped; liquidated or unliquidated; now recognized by law or that may be created or recognized in the future by statute, regulation, judicial decision, or in any other manner, including any of the foregoing for direct damages, indirect damages, compensatory damages, consequential damages, incidental damages, nominal damages, economic loss, punitive or exemplary damages, statutory and other multiple damages or penalties of any kind, or any other form of damages whatsoever; any request for declaratory, injunctive, or equitable relief, strict liability, joint and several liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorneys' fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever, whether direct, representative, derivative, class or individual in nature. It is the intention of this Agreement that the definition of "Claim" be as broad, expansive, and inclusive as possible.

2.11. "Claim-Over" has the meaning set forth in Paragraph 11.6.2 of this Settlement Agreement.

~~2.11.~~2.12. "Claims Administrator" means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 7.3 of this Settlement Agreement who is responsible for reviewing, analyzing, and approving Claims Forms, and allocating and distributing the Settlement Funds fairly and equitably among all Qualifying Class Members pursuant to the Allocation Procedures described in Exhibit Q.

~~2.12.~~2.13. "Claims Form" means the paper or online document, in the form attached as Exhibit A, that Class Members are required to use to make a claim and receive a payment under this Settlement Agreement as described in Paragraph 10.3 of this Settlement Agreement. The term "Claims Form" may refer to any of seven (7) separate forms: the Phase One Public Water System Settlement Claims Form; the Phase One Supplemental Fund Claims Form; the Phase One Special Needs Fund Claims Form; the Phase Two Testing Compensation Claims Form; the Phase Two Action Fund Claims Form; the Phase Two Supplemental Fund Claims Form; and the Phase Two Special Needs Fund Claims Form.

~~2.13.~~2.14. "Claims Period" means the time during which a Class Member may submit a Claims Form. The term "Claims Period" may refer to any of seven (7) separate periods: the Phase One Action Claims Period, the Phase One Supplemental Claims Period, the Phase One Special Needs Claims Period, the Phase Two Testing Claims Period, the Phase Two Action Claims Period, the Phase Two Supplemental Claims Period, and the Phase Two Special Needs Claims Period.

~~2.14.~~2.15. "Class Counsel" means, subject to appointment by the Court, Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, New York 10038; Scott Summy and the law firm of Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219; Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, Santurce, Puerto Rico 00907; ~~and~~ Elizabeth A. Fegan and the law firm of Fegan Scott LLC, 150 South Wacker Drive, 24th Floor, Chicago, Illinois 60606~~.~~; and Joseph F. Rice and the law firm of Motley Rice LLC, 28 Bridgeside Boulevard, Mt. Pleasant, South Carolina 29464.

~~2.15.~~2.16. "Class Member" means an Eligible Claimant that does not opt out of the Settlement Class. Each Class Member is either a Phase One Class Member or a Phase Two Class Member, but not both. "Phase One Class Member" means a Class Member that is or was a Phase One Eligible Claimant. "Phase Two Class Member" means a Class Member that is or was a Phase Two Eligible Claimant. It is the intention of this Agreement that the definition of "Class Member" be as broad, expansive, and inclusive as possible.

~~2.16.~~2.17. "Class Representative" means the following Public Water Systems (or Public Water Systems for the following counties, municipalities, or localities), or other Persons whom the Court may appoint as representatives of the Settlement Class: the City of Camden Water Services (New Jersey); City of Brockton (Massachusetts); City of Sioux Falls (South Dakota); California Water Service Company (California); City of Delray Beach (Florida); Coraopolis Water & Sewer Authority (Pennsylvania); Verona (New Jersey); Dutchess County Water and Wastewater Authority and Dalton Farms Water System (New York); South Shore (Kentucky); City of Freeport (Illinois); Martinsburg Municipal Authority (Pennsylvania); Seaman Cottages (Vermont); Village of Bridgeport (Ohio); City of Benwood (West Virginia); Niagara County (New York); City of Pineville (Louisiana); City of Iuka (Mississippi); and City of Amory (Mississippi).

~~2.17.~~2.18. "Common-Benefit Holdback Assessment" has the meaning set forth in Paragraph 6.6 of this Settlement Agreement.

~~2.18.~~2.19. "Community Water System" means a Public Water System that serves at least fifteen (15) service connections used by year-round residents or regularly serves at least twenty-five (25) year-round residents, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(15), and 40 C.F.R. Part 141.

~~2.19.~~2.20. "Court" means the United States District Court for the District of South Carolina.

~~2.20.~~2.21. "Covenant Not to Sue" has the meaning set forth in Paragraph 11.3 of this Settlement Agreement.

~~2.21.~~2.22. "Dismissal" has the meaning set forth in Paragraph 11.5 of this Settlement Agreement.

~~2.22.~~2.23. "Drinking Water" means water provided for human consumption (including uses such as drinking, cooking, and bathing), consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-27. Solely for purposes of this Agreement, the term "Drinking Water" includes raw or untreated water that a Public Water System has drawn or collected from a Water Source so that the water may then (after any treatment) be provided for human consumption~~.~~ but does not include raw or untreated water that is not drawn or collected from a Water Source. It is the intention of this Agreement that the definition of "Drinking Water" be as broad, expansive, and inclusive as possible.

~~2.23.~~2.24. "Effective Date" means the date five (5) Business Days after the date of Final Judgment.

~~2.24.~~2.25. "Eligible Claimant" means an Active Public Water System that qualifies as a member of the Settlement Class. Each Eligible Claimant is either a Phase One Eligible Claimant or a Phase Two Eligible Claimant, but not both. "Phase One Eligible Claimant" means an Eligible Claimant with one or more Impacted Water Sources as of the Settlement Date. "Phase Two Eligible Claimant" means an Eligible Claimant that does not have one or more Impacted Water Sources as of the Settlement Date. It is the intention of this Agreement that the definition of "Eligible Claimant" be as broad, expansive, and inclusive as possible.

~~2.25.~~2.26. "Escrow Agent" has the meaning set forth in Paragraph 6.5.2 of this Settlement Agreement.

~~2.26.~~2.27. "Exhibits" means Exhibits A through R, attached to and incorporated by reference in this Settlement Agreement.

~~2.27.~~2.28. "Final Approval" means the Court's entry of the Order Granting Final Approval.

~~2.28.~~2.29. "Final Fairness Hearing" means the Court hearing in which any Class Member that wishes to object to the fairness, reasonableness, or adequacy of the Settlement will have an opportunity to be heard, provided that the Class Member complies with the requirements for objecting to the Settlement as set out in Paragraphs 8.4 through 8.4.4 of this Settlement Agreement. The date of the Final Fairness Hearing shall be set by the Court and communicated to all Eligible Claimants in a Court-approved Notice under Federal Rule of Civil Procedure 23(c)(2).

~~2.29.~~2.30. "Final Judgment" means that the judgment with respect to Released Parties in this action has become final, which shall be the earliest date on which all the following events shall have occurred: (i) the Settlement is approved in all respects by the Court as required by Federal Rule of Civil Procedure 23(e); (ii) the Court enters a judgment that terminates this action with respect to Released Parties and satisfies the requirements of Federal Rule of Civil Procedure 58; and (iii) the time for appeal of the Court's approval of this Settlement and entry of the final order and judgment with respect to Released Parties under Federal Rule of Appellate Procedure 4 has expired or, if appealed, approval of this Settlement has

been affirmed by the court of last resort to which such appeal (or petition for a writ of certiorari) has been taken and such affirmance has become no longer subject to further review by the court of appeals (Federal Rule of Appellate Procedure 40) or by the Supreme Court (U.S. Supreme Court Rule 13), or the appeal or petition is voluntarily dismissed (Federal Rule of Appellate Procedure 42 or U.S. Supreme Court Rule 46).

~~2.30.~~2.31. "Impacted Water Source" means a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS.

~~2.31.~~2.32. "Interim Class Counsel" means Michael A. London and the law firm of Douglas & London, P.C., 59 Maiden Lane, 6th Floor, New York, NY 10038; Scott Summy and the law firm of Baron & Budd, P.C., 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas, 75219; and Paul J. Napoli and the law firm of Napoli Shkolnik, 1302 Avenida Ponce de Leon, San Juan, Puerto Rico 00907.

~~2.32.~~2.33. "Litigation" means collectively all MDL Cases in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination, as well as any currently pending litigation in the United States of America in which any Public Water System asserts against any Released Party any Claim related to alleged actual or potential PFAS contamination.

~~2.33.~~2.34. "MDL Cases" means collectively all cases filed in, transferred to, or associated with *In Re: Aqueous Film-Forming Foams Products Liability Litigation,* MDL No. 2:18-mn-2873 (D. S.C.).

~~2.34.~~2.35. "Measurable Concentration" means the lower of a concentration equal to or greater than the limit of detection of the analytical method used (regardless of whether that limit is higher than, lower than, or equal to any limit established for any purpose by federal or state law) or one part per trillion (one nanogram per liter).

~~2.35.~~2.36. "Non-Class Potable Water" means water in any active privately owned well providing potable water for human consumption that is not owned or operated by a Releasing Party or water in any active facility or equipment providing potable water for human consumption that is not owned or operated by a Releasing Party, so long as the fate and transport of PFAS released into groundwater poses a threat to such water.

~~2.36.~~2.37. "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.

~~2.37.~~2.38. "Notice" means the Court-approved notice to Eligible Claimants that is substantially similar to the form attached as Exhibit B.

~~2.38.~~2.39. "Notice Administrator" means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph 7.1 of this Settlement Agreement who is responsible for administering the Notice Plan.

~~2.39.~~2.40. "Notice Plan" means the plan for distribution of the Notice, including direct mail and publication, as appropriate, which is set forth in Exhibit C and is subject to Court approval as set forth in Paragraphs 7.2 and 8.1 of this Settlement Agreement.

~~2.40.~~2.41. "Objection" has the meaning set forth in Paragraph 8.4 of this Settlement Agreement.

~~2.41.~~2.42. "Opt Out" or "Request for Exclusion" has the meaning set forth in Paragraph 8.5 of this Settlement Agreement.

~~2.42.~~2.43. "Order Granting Final Approval" means the order entered by the Court approving the terms and conditions of this Settlement Agreement, including the manner and timing of providing Notice and certifying a Settlement Class.

~~2.43.~~2.44. "Order Granting Preliminary Approval" means the order entered by the Court conditionally approving the terms and conditions of this Settlement Agreement, including the conditional certification of the proposed Settlement Class, the manner and timing of providing Notice, the period for filing Objections or Requests for Exclusion, and the date of the Final Fairness Hearing. Class Representatives will submit to the Court a proposed Order Granting Preliminary Approval in the form attached as Exhibit D.

~~2.44.~~2.45. "Parties" means 3M, Class Representatives, and Class Members. To the extent that 3M, Class Representatives, and Class Members discharge any of their obligations under this Settlement Agreement through agents, the actions of those agents shall be considered the actions of the Parties.

~~2.45.~~2.46. "Party" means any of the Parties.

~~2.46.~~2.47. "Person" means a natural person, corporation, company, association, limited liability company, partnership, limited partnership, joint venture, affiliate, any other type of private entity, a county, municipality, any other public or quasi-public entity, or their respective spouse, heir, predecessor, successor, executor, administrator, manager, operator, representative, or assign.

~~2.47.~~2.48. "PFAS" means, solely for purposes of this Agreement, any per- or poly-fluoroalkyl substance that contains at least one fully fluorinated methyl or methylene carbon atom (without any hydrogen, chlorine, bromine, or iodine atom attached to it). It is the intention of this Agreement that the definition of "PFAS" be as broad, expansive, and inclusive as possible.

~~2.48.~~2.49. "Phase One Funds" means the Phase One Action Fund, the Phase One Supplemental Fund, and the Phase One Special Needs Fund.

~~2.49.~~2.50. "Phase Two Cap" has the meaning set forth in Paragraphs 6.8.6 and 6.8.10 of this Settlement Agreement.

~~2.50.~~2.51. "Phase Two Floor" has the meaning set forth in Paragraphs 6.8.6 and 6.8.9 of this Settlement Agreement.

~~2.51.~~2.52. "Phase Two Funds" means the Phase Two Testing Compensation Fund, the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund.

~~2.52.~~2.53. "Phase Two Testing Compensation Fund" has the meaning set forth in Paragraph 6.8.2 of this Settlement Agreement.

~~2.53.~~2.54. "Preliminary Approval" means the Court's entry of the Order Granting Preliminary Approval.

~~2.54.~~2.55. "Public Water System" means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen (15) service connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act, 42 U.S.C. § 300f(4)(A), and 40 C.F.R. Part 141. The term "Public Water System" includes (i) any collection, treatment, storage, and distribution facilities under control of the operator of such system and used primarily in connection with such system, and (ii) any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Solely for purposes of this Settlement Agreement, the term "Public Water System" refers to a Community Water System of any size or a Non-Transient Non-Community Water System that serves more than 3,300 people, according to SDWIS; 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 this Agreement that the definition of "Public Water System" be as broad, expansive, and inclusive as possible.

~~2.55.~~2.56. "Qualified Settlement Fund" has the meaning set forth in Paragraph ~~6.1~~6.1 of this Settlement Agreement and shall be established within the meaning of Treas. Reg. § 1.468B-1 for purposes of receiving the Settlement Funds as set forth in this Settlement Agreement. The "Qualified Settlement Fund" shall consist of seven (7) separate funds: the Phase One Action Fund, the Phase One Supplemental Fund, the Phase One Special Needs Fund, the Phase Two Testing Compensation Fund, the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund.

~~2.56.~~2.57. "Qualifying Class Member" means a Class Member that has submitted a Claims Form satisfying the requirements of Paragraph 10.3 of this Settlement Agreement. Each Qualifying Class Member is either a Phase One Qualifying Class Member or a Phase Two Qualifying Class Member, but not both. "Phase One Qualifying Class Member" means a Qualifying Class Member that is or was a Phase One Eligible Claimant. "Phase Two Qualifying Class Member" means a Qualifying Class Member that is or was a Phase Two Eligible Claimant.

~~2.57.~~2.58. "Qualifying Test Result" means any result of a test conducted by or at the direction of a Class Member or of a federal, state, or local regulatory authority, or any test result reported or provided to the Class Member by a certified laboratory or other Person, that used any state- or federal agency-approved or -validated analytical method to analyze Drinking Water or water that is to be drawn or collected into a Class Member's Public Water System.

~~2.58.~~2.59. "Release" or "Released Claims" has the meaning set forth in Paragraph 11.1 and Section 11 of this Settlement Agreement.

~~2.59.~~2.60. "Released Parties" means 3M and its respective past, present, or future administrators, advisors, affiliated business entities, affiliates, agents, assigns, attorneys, constituent corporation or entity (including constituent of a constituent) absorbed by 3M in a consolidation or merger, counsel, directors, divisions, employee benefit plans, employee benefit plan participants or beneficiaries, employees, executors, heirs, insurers, managers, members, officers, owners, parents, partners, partnerships, predecessors, principals, resulting corporation or entity, servants, shareholders, subrogees, subsidiaries, successors, trustees, trusts, and any other representatives, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity. It is the intention of this Agreement that the definition of "Released Parties" be as broad, expansive, and inclusive as possible.

~~2.60.~~2.61. "Releasing Parties" means (a) Class Representatives~~, and~~ Class Members~~, and~~; (b) other than a State or the federal government, each of their respective past, present, or future ~~administrators,~~ , direct or indirect, affiliated business entities, affiliates, agencies, ~~agents,~~ assigns, ~~attorneys,~~ boards, commissions, ~~counsel,~~ departments, ~~directors,~~ districts, divisions, ~~employees,~~ entities, ~~executors, heirs,~~ institutions, instrumentalities, ~~insurers, managers, members, officers (elected or appointed),~~ owners, parents, partners, predecessors, ~~principals, servants, shareholders,~~ subdivisions, ~~subrogees,~~ subsidiaries, and successors, in their official or corporate capacity; (c) other than a State or the federal government, any past, present, or future administrators, agents, attorneys, board members, counsel, directors, employees, executors, heirs, insurers, managers, members, officers (elected or appointed), predecessors, principals, servants, shareholders, subrogees, successors, trustees, water- system operators, ~~any~~ and assignees or other representatives~~, individually or~~ of any of the foregoing, in their official or corporate ~~or personal~~ capacity~~, anyone~~; (d) any Person, other than a State or the federal government, acting in privity with or acting on behalf of or in concert with any of the foregoing, including in a representative or derivative capacity; (e) any Person, other than a State or the federal government, that is legally responsible for funding (by statute, regulation, other law, or contract) a Class Member or its Public Water System ~~(excluding states)~~or that has authority to bring a claim on behalf of a Class Member or to seek recovery for alleged harm to a Class Member, its Public Water System, or the Public Water System's ability to provide safe or compliant Drinking Water; (f) any Person, other than a State or the federal government, acting on behalf of or in concert with a Class Member to prevent PFAS from entering a Class Member's Public Water System or to seek recovery for alleged harm to ~~the~~a Class ~~Member's~~Member, its Public Water System ~~(including recovery of any funds that have already been expended to remove PFAS from the Class Member's~~ , or the Public Water

~~System, none of which shall implicate the rights of any state~~System's ability to provide safe or compliant Drinking Water; and (g) any Person, other than a State or the federal government~~), and any Person or entity within their power~~, for which a Class Member has the authority to provide a binding release. It is the intention of this Agreement that the definition of "Releasing Parties" be as broad, expansive, and inclusive as possible.

~~2.61.~~2.62. "Required Participation Threshold" has the meaning set forth in Paragraph 9.1 of this Settlement Agreement.

~~2.62.~~2.63. "SDWIS" means the U.S. EPA Safe Drinking Water Information System Federal Reporting Services system, as of the Settlement Date.

~~2.63.~~2.64. "Settlement" means the settlement of the Released Claims against the Released Parties that is provided for by this Settlement Agreement.

~~2.64.~~2.65. "Settlement Agreement" means this document which describes the Settlement between and among the Class Representatives and 3M, and any related Exhibits, including the Notice and the Claims Forms.

~~2.65.~~2.66. "Settlement Amount" means the total amount, other than interest and Notice administration costs, paid by 3M under this Settlement, which will be an amount not less than $10,500,000,000 and not more than $12,500,000,000, inclusive, as set forth in Paragraphs, 3.1, 6.1, and 6.7 through 6.13 of this Settlement Agreement.

~~2.66.~~2.67. "Settlement Class" has the meaning set forth in Paragraph 5.1 of this Settlement Agreement.

~~2.67.~~2.68. "Settlement Date" means the date on which the Class Representatives and 3M execute this Settlement Agreement.

~~2.68.~~2.69. "Settlement Funds" means the amount of funds in the Qualified Settlement Fund paid by 3M pursuant to this Settlement Agreement and any interest that accrues thereon.

~~2.69.~~2.70. "Special Master" means the independent neutral third-party Person selected and Court-appointed pursuant to Paragraph ~~7.5~~7.5 of this Settlement Agreement who is responsible for overseeing the work of the Notice Administrator and the Claims Administrator, providing guidance throughout the allocation and distribution process, and determining appeals and/or other disputes that may arise in the course of the Notice Administrator and the Claims Administrator executing their duties.

~~2.70.~~2.71. "Special Needs Fund" means the Phase One Special Needs Fund or the Phase Two Special Needs Fund. "Phase One Special Needs Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement. "Phase Two Special Needs Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement.

2.72. "State" means any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, American Samoa, Guam, the U.S. Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

~~2.71.~~2.73. "Summary Notice" means the Court-approved summary of the Notice to Eligible Claimants that is substantially similar to the form attached as Exhibit M.

~~2.72.~~2.74. "Supplemental Fund" means the Phase One Supplemental Fund or the Phase Two Supplemental Fund. "Phase One Supplemental Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement. "Phase Two Supplemental Fund" has the meaning set forth in Paragraph 6.10 of this Settlement Agreement.

~~2.73.~~2.75. "Taxes" has the meaning set forth in Paragraph 6.5.3 of this Settlement Agreement.

~~2.74.~~2.76. "Tax Expenses" has the meaning set forth in Paragraph 6.5.3 of this Settlement Agreement.

~~2.75.~~2.77. "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.

~~2.76.~~2.78. "UCMR-5" means the U.S. EPA's Fifth Unregulated Contaminant Monitoring Rule and all monitoring and testing conducted pursuant to that Rule.

~~2.77.~~2.79. "United States of America" means the United States of America, including the states and the District of Columbia, its territories and possessions, the Commonwealth of Puerto Rico, and other areas subject to its jurisdiction.

~~2.78.~~2.80. "U.S. EPA" means the United States Environmental Protection Agency.

~~2.79.~~2.81. "Walk-Away Right" has the meaning set forth in Paragraph 9.1 of this Settlement Agreement.

~~2.80.~~2.82. "Water Source" means a groundwater well, a surface-water intake, or any other intake point from which a Public Water System draws or collects water for distribution as Drinking Water, and the raw or untreated water that is thus drawn or collected. Solely for purposes of the Allocation Procedures described in Exhibit Q, (i) a purchased water connection from a seller that is a Water Source is not a Water Source; (ii) a Public Water System's multiple intakes from one distinct surface-water source are deemed to be a single Water Source so long as the intakes supply the same water treatment plant; (iii) a Public Water System's intakes from multiple distinct surface-water sources, or a Public Water System's intakes from one distinct surface-water source that supply multiple water treatment plants, are deemed to each be a separate Water Source; and (iv) a Public Water System's multiple groundwater wells (whether from one distinct aquifer or from multiple distinct aquifers) that supply multiple water treatment plants are deemed to each be a separate Water Source.

3. SETTLEMENT AGREEMENT OVERVIEW

3.1. **Settlement Consideration.** Subject to the Walk-Away Right, 3M shall make or cause to

be made payments that total up to the Settlement Amount of $10,500,000,000 to $12,500,000,000, inclusive, in accordance with this Settlement Agreement, and these payments, along with Notice and administrative costs as set forth in Paragraph 6.2, will serve as the Qualified Settlement Fund. In exchange, the Released Parties shall receive from the Releasing Parties the Release, Covenant Not to Sue, and Dismissal provided for in this Settlement Agreement. No amounts paid pursuant to this Paragraph 3.1 are in relation to the violation of any civil or criminal law or the investigation or inquiry by any government or governmental entity into the potential violation of any civil or criminal law, within the meaning of Section 162(f)(1) of the Internal Revenue Code of 1986, as amended, and section 1.162-21(a) of the Treasury Regulations thereunder. All amounts paid pursuant to this Paragraph 3.1 are intended for restitution or remediation (including treatment) of contamination of Water Sources and Drinking Water. If a determination were made that a portion of such amounts is in relation to a violation or potential violation of law, that portion constitutes restitution or remediation within the meaning of Section 162(f)(2)(A) of the Internal Revenue Code of 1986, as amended and section 1.162-21(a) of the Treasury Regulations thereunder. Class Members and 3M shall bear their own costs, including all legal expenses and attorneys' fees. All legal expenses and attorneys' fees of Class Members, including the Common-Benefit Holdback Assessment paid under Paragraph 6.6, will be paid by Class Members from amounts paid from the Settlement consideration. No portion of any amount paid under this Agreement constitutes the payment of a fine, penalty, or punitive damages, the disgorgement of profits, reimbursement for litigation or investigation costs or attorneys' fees or costs, or an amount paid in settlement of any Claim for any of the foregoing; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in paragraphs (2) and (3) of Section 162(f).

3.2. **Release of Claims.** The obligations incurred pursuant to this Agreement shall be in full and final disposition of the Released Claims as against all Released Parties. Upon the Effective Date, all Class Members, on behalf of the Releasing Parties, shall, with respect to each and every one of the Released Claims, release and forever discharge, and shall forever be enjoined from prosecuting, any and all Released Claims against any of the Released Parties as set forth in Section 11.

3.3. **Operation of the Settlement.** Class Representatives will seek approval from the Court to certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3). Once a Settlement Class is certified, Class Members that wish to receive a portion of the Settlement Amount may complete and submit a Claims Form, which is attached as Exhibit A. The Claims Form must be submitted to the Claims Administrator on or before the final date of the relevant Claims Period and must adhere to and follow all other requirements set forth herein or by the Claims Administrator, including providing all required information specified on the Claims Form. The Claims Administrator will distribute the Settlement Amount to Qualifying Class Members pursuant to Paragraphs 6.7 through 6.13 and the Allocation Procedures in Exhibit Q.

4. REPRESENTATIONS AND WARRANTIES

4.1. **Class Representatives' Representations and Warranties.** Class Representatives represent and warrant to 3M as follows:

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

4.1.2. Each of the Class Representatives has received legal advice from Interim Class Counsel regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.1.3. No portion of any of the Released Claims possessed by any of the Class Representatives and no portion of any relief under this Settlement Agreement to which any of the Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other Person, except pursuant to (i) a contingency fee agreement with Class Counsel or (ii) a mandatory repayment to any government agency of a grant or loan that financed, in whole or in part, the design, engineering, installation, maintenance, or operation of, or cost associated with any kind of treatment, filtration, or remediation of PFAS by the Class Representative.

4.1.4. None of the Class Representatives is relying on any statement, representation, omission, inducement, or promise by 3M, its agents, or its representatives, except those expressly stated in this Settlement Agreement.

4.1.5. Each of the Class Representatives, through Interim Class Counsel, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4.1.6. Each of the Class Representatives has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Agreement after having consulted with Interim Class Counsel or other attorneys.

4.1.7. Each of the Class Representatives has all necessary competence and authority to enter into this Settlement Agreement on its own behalf and on behalf of the Class.

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

4.2. **Interim Class Counsel's Representations and Warranties.** Interim Class Counsel represents and warrants to 3M as follows:

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

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

4.2.3. Interim Class Counsel has all necessary authority to enter into and execute this Settlement Agreement on behalf of Class Representatives and Class Members, including under Case Management Order No. 3.

4.2.4. Each of the Class Representatives has approved and agreed to be bound by this Settlement Agreement.

4.2.5. The Released Parties are receiving terms in Section 11, including terms as to the Release, the Covenant Not to Sue, and Dismissal, that are at least as favorable to the Released Parties as the equivalent terms given to any other defendant in any MDL Case that has executed or will execute prior to the Final Fairness Hearing a settlement agreement providing for payments totaling two hundred fifty million dollars ($250,000,000.00) or more.

4.2.6. The representations in Paragraphs 4.1 through 4.1.8 are true and correct to the best of Interim Class Counsel's knowledge.

4.3. **3M's Representations and Warranties.** 3M represents and warrants to the Class Representatives as follows:

4.3.1. 3M has received legal advice from its attorneys regarding the advisability of entering into this Settlement Agreement and the legal consequences of this Settlement Agreement.

4.3.2. 3M is not relying on any statement, representation, omission, inducement, or promise by any Class Representative, any Eligible Claimant, or Interim Class Counsel, except those expressly stated in this Settlement Agreement.

4.3.3. 3M, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.

4.3.4. 3M has carefully read, and knows and understands, the full contents of this Settlement Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.

4.3.5. 3M has all necessary authority to enter into this Settlement Agreement, has authorized the execution and performance of this Settlement Agreement, and has authorized the Person signing this Settlement Agreement on its behalf to do so.

5. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

5.1. **Settlement Class Definition.** For the sole purpose of effectuating this Settlement, Class Representatives and 3M agree that Class Representatives shall request that the Court certify the following "Settlement Class":

> Every Active Public Water System in the United States of America that—
>
> (a) has one or more Impacted Water Sources as of the Settlement Date; or
>
> (b) does not have one or more Impacted Water Sources as of the Settlement Date, and

(i) is required to test for certain PFAS under UCMR-5, or

(ii) serves more than 3,300 people, according to SDWIS.

Excluded from the Settlement Class are the following:

A. The Public Water Systems listed in Exhibit G, which are associated with a specific PFAS-manufacturing facility owned by 3M.

B. Any Public Water System that is owned by a ~~state~~State government, is listed in SDWIS as having as its sole "Owner Type" a "State government" (as set forth in Exhibit H), and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of "Owner Type" in SDWIS prior to Final Approval, in accordance with Paragraph 5.2.

C. 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), and lacks independent authority to sue and be sued. Solely for purposes of this Settlement Agreement, the Court may correct any misidentification of "Owner Type" in SDWIS prior to Final Approval, in accordance with Paragraph 5.2.

D. The Public Water Systems that are listed in Exhibit J and have previously settled their PFAS-related Claims against 3M.

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

5.2. **Identification of Eligible Claimants.** The parties have attempted to list each Eligible Claimant in one of two Exhibits: Exhibit E lists Phase One Eligible Claimants, and Exhibit F lists Phase Two Eligible Claimants. Each Eligible Claimant is either a Phase One Eligible Claimant or a Phase Two Eligible Claimant, but not both. Exhibits E and F are illustrative only. Whether an Eligible Claimant is a Phase One Eligible Claimant or a Phase Two Eligible Claimant shall be determined in accordance with Paragraph 2.~~24~~25 and with this Settlement Agreement. The parties also have attempted to list certain Persons or entities that are not Eligible Claimants in four Exhibits: Exhibit G, described in Paragraph 5.1(A); Exhibit H, described in Paragraph 5.1(B); Exhibit I, described in Paragraph 5.1(C); and Exhibit J, described in Paragraph 5.1(D). Any Person or entity that has been erroneously listed in or omitted from any of these six Exhibits should promptly submit a notice of the error to the parties and (once appointed by the Court) to the Special Master, the Claims Administrator, and the Notice Administrator. Prior to the Court's appointment of the Special Master, any such error may be corrected by mutual written agreement between the Interim Class Counsel and 3M's Counsel. After the Court's appointment of the Special Master, any such error may be corrected only by a written order from the Special Master. No such error may be corrected after Final Approval.

6. CONSIDERATION

6.1. **Settlement Amount.** Under the terms of this Settlement Agreement, and subject to the Walk-Away Right, 3M shall pay a total not less than $10,500,000,000 and not more than $12,500,000,000, inclusive, into an interest-bearing "Qualified Settlement Fund" account at a federally insured financial institution established in accordance with Treasury Regulations § 1.468B-1 et seq., which shall be administered and distributed pursuant to this Section 6 and the Allocation Procedures described in Exhibit Q.

6.2. **Notice and Administrative Costs.** Subject to the Common-Benefit Holdback Assessment set forth in Paragraph 6.6 (which may be applied at a later date), within twenty-one (21) calendar days after Preliminary Approval, 3M shall wire transfer up to $5,000,000 to the Qualified Settlement Fund account, as described below, for ultimate distribution in accordance with this Agreement. If the Qualified Settlement Fund has not been established and approved by the Court by the deadline for such payment, 3M shall not be obligated to make such payment until ten (10) Business Days after the Qualified Settlement Fund is established and approved by the Court. In no event shall 3M have any liability whatsoever with respect to any installment of the Settlement Funds once it is paid to the Qualified Settlement Fund in accordance with this Agreement and as specified in this Section 6. The amounts that will be due in each installment, as well as the dates for the installments, are set forth in the Payment Schedule in Exhibit K.

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

6.4. **Conditions for Settlement Distribution.** Other than as expressly provided for in Paragraph 6.3, the Claims Administrator may not distribute any money to any Person, including any Qualifying Class Member, unless and until (i) the Court has issued an Order Granting Final Approval, (ii) all deadlines, including those set forth in Paragraphs 9.2 through 9.3 for 3M to terminate the Settlement, have passed, and (iii) the Effective Date has passed.

6.5. **Tax Treatment of the Qualified Settlement Fund.**

6.5.1. The Qualified Settlement Fund shall be treated as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. The Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of Paragraphs 6.5.1 through 6.5.5, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the sole responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the

appropriate filings to occur.

6.5.2. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" as defined in that Section shall be the independent neutral third-party "Escrow Agent." The Escrow Agent shall file all informational and other tax returns necessary or advisable with respect to the Qualified Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 6.5.1) shall be consistent with Paragraphs 6.5.1 through 6.5.5 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be paid out of the Qualified Settlement Fund as provided in Paragraph 6.5.3.

6.5.3. All: (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any Taxes or tax detriments that may be imposed upon 3M, its insurers, or its counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a "qualified settlement fund" for federal or state income tax purposes (the "Taxes"); and (ii) expenses and costs incurred in connection with the operation and implementation of Paragraph 6.5.2 (including expenses of tax attorneys or accountants and mailing and distribution costs and expenses relating to filing or failing to file the returns described in Paragraph 6.5.2) (the "Tax Expenses") shall be paid from the Qualified Settlement Fund, including any interest that accrues thereon. In all events, neither Released Parties, Class Representatives, 3M's insurers, nor 3M's Counsel shall have any liability or responsibility for the Taxes or the Tax Expenses. The Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Qualified Settlement Fund and shall be timely paid by the Escrow Agent out of the Qualified Settlement Fund without prior order from the Court, and the Escrow Agent shall (notwithstanding anything herein to the contrary) withhold from distribution out of the Qualified Settlement Fund any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(*l*)(2)), and neither Released Parties, Class Representatives, their insurers, nor their counsel are responsible nor shall they have any liability therefor.

6.5.4. Class Counsel shall enter into an escrow agreement with the Escrow Agent which shall be consistent with and shall give effect to the obligations of the Escrow Agent provided for by this Settlement Agreement. The parties agree to cooperate with the Escrow Agent, each other, and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Settlement Agreement. Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Escrow Agent:

Christopher Ritchie

Senior Vice President
The Huntington National Bank
1150 First Avenue, Suite 103
King of Prussia, PA 19406

6.5.5. 3M makes no representations to Class Members concerning any tax consequences or treatment of any allocation or distribution of funds to Qualifying Class Members pursuant to this Settlement Agreement, the Settlement, or the Allocation Procedures.

6.6. **Common-Benefit Holdback Assessment.** Any fees and expenses awarded pursuant to Paragraphs 8.8 and 10.2 shall be subject to a "Common-Benefit Holdback Assessment" under Case Management Order No. 3 entered by the MDL Court on April 26, 2019. Such Order requires a holdback assessment to be assessed before any portion of the Settlement Funds is distributed to Qualifying Class Members or Class Counsel and further requires a holdback assessment of six percent (6%) of the amount of any settlement to be allotted for common-benefit attorneys' fees and three percent (3%) of the amount of any settlement to be allotted for reimbursement of permissible common-benefit costs and expenses. In accordance with Case Management Order No. 3, the Escrow Agent shall pay the applicable amounts into an interest-bearing account established by future order of the Court within ten (10) Business Days after the Court establishes such account or when such distribution is paid, whichever date is later.

6.7. **Consideration for Phase One Water Systems.**

6.7.1. **Eligibility for Payments.** A Phase One Qualifying Class Member shall be eligible for payment from the Phase One Action Fund and potentially from the Phase One Supplemental Fund and the Phase One Special Needs Fund, but not from any of the Phase Two Funds.

6.7.2. **Payments for the Phase One Action Fund.** 3M shall make payments for the "Phase One Action Fund" in multiple installments over time, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid within sixty (60) calendar days after the Effective Date, but in any event no earlier than July 1, 2024. As set forth in the Payment Schedule in Exhibit K, nine (9) subsequent payments will be made annually thereafter for nine (9) years, on April 15 of each calendar year. The total amount of all payments described in this Paragraph 6.7.2, excluding any interest paid pursuant to Paragraph 6.11, but including the amounts that the Middlesex Water Company and the Public Water Systems for the City of Stuart, Florida, and for the City of Rome, Georgia, would have received as Phase One Qualifying Class Members under the Allocation Procedures described in Exhibit Q, will be $6,875,000,000. Within five (5) Business Days after each payment described in this Paragraph 6.7.2, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Phase One Supplemental Fund and five percent (5%) of the payment amount into the Phase One Special Needs Fund.

6.7.3. **Payments from the Phase One Action Fund.** It is contemplated that within

fourteen (14) calendar days, but no later than sixty (60) calendar days (or in the first year of Phase One Action Fund payments, one hundred twenty (120) days), after each payment described in Paragraph 6.7.2, each Phase One Qualifying Class Member shall receive a payment from the Phase One Action Fund, unless that Qualifying Class Member has already received its entire Allocated Amount.

6.7.4. **Calculation of Payments from the Phase One Action Fund.** The amount of each payment described in Paragraph 6.7.3 shall be determined by the Claims Administrator by applying the Allocation Procedures described in Exhibit Q.

6.8. **Consideration for Phase Two Water Systems.**

6.8.1. **Eligibility for Payments.** A Phase Two Qualifying Class Member shall be eligible for payment from the Phase Two Testing Compensation Fund and potentially from the Phase Two Action Fund, the Phase Two Supplemental Fund, and the Phase Two Special Needs Fund, but not from any of the Phase One Funds. A Phase Two Qualifying Class Member is not eligible for payment from the Phase Two Testing Compensation Fund for any PFAS testing that is required by federal or state law.

6.8.2. **Payment for the Phase Two Testing** Compensation **Fund.** 3M shall make payments for the "Phase Two Testing Compensation Fund" in two equal installments of $52,500,000 each, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid within sixty (60) calendar days after the Effective Date, but in any event no earlier than July 1, 2024.

6.8.3. **Payments from the Phase Two Testing** Compensation **Fund.** It is contemplated that within fourteen (14) calendar days, but no later than sixty (60) calendar days, after the first payment described in Paragraph 6.8.2, initial payments from the Phase Two Testing Compensation Fund shall commence. The Escrow Agent shall transfer any money remaining in the Phase Two Testing Compensation Fund on July 1, 2026, to the Phase Two Action Fund.

6.8.4. **Amount of Payments from the Phase Two Testing** Compensation **Fund.** Payments from the Phase Two Testing Compensation Fund must be limited to the actual costs of testing and, absent what the Claims Administrator deems in writing to be an extraordinary circumstance, shall not exceed $800 per sample.

6.8.5. **Monthly Updates and Final Report on Testing.** The Claims Administrator shall provide the parties monthly updates (on the first Tuesday of each month) on the detailed PFAS test results and a final report on those results by July 1, 2026.

6.8.6. **Payments for the Phase Two Action Fund.** 3M shall make payments for the "Phase Two Action Fund" in multiple installments over time, as set forth in the Payment Schedule in Exhibit K. The first installment will be paid no earlier than April 15, 2027. As set forth in the Payment Schedule in Exhibit K, nine (9) subsequent payments will be made annually thereafter for nine (9) years, on April 15 of each calendar year. The total amount of all payments described in this

Paragraph 6.8.6, excluding any interest paid pursuant to Paragraph 6.11, but including the difference between the full amount of 3M's settlement with the City of Stuart, Florida, and the amount that the Public Water System for the City of Stuart, Florida, would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q, and including the difference between the full amount of 3M's settlement with the Middlesex Water Company and the amount that the Middlesex Water Company would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q, will be based on the Phase Two Class Members' PFAS test results, as summarized in the Claims Administrator's final report under Paragraph 6.8.5, and on the Allocation Procedures described in Exhibit Q; but in any event that total amount shall be no less than a "Phase Two Floor" of $3,625,000,000 and no more than a "Phase Two Cap" of $5,625,000,000 (including money that is or was in the Phase Two Testing Compensation Fund). Within five (5) Business Days after each payment described in this Paragraph, the Escrow Agent shall transfer seven percent (7%) of the payment amount into the Phase Two Supplemental Fund and five percent (5%) of the payment amount into the Phase Two Special Needs Fund.

6.8.7. **Payments from the Phase Two Action Fund.** It is contemplated that within fourteen (14) calendar days, but no later than sixty (60) calendar days (or in the first year of Phase Two Action Fund payments, one hundred twenty (120) days), after each payment described in Paragraph 6.8.6, each Phase Two Qualifying Class Member that has one or more Impacted Water Sources shall receive a payment from the Phase Two Action Fund, unless that Qualifying Class Member has already received its entire Allocated Amount.

6.8.8. **Calculation of Payments from the Phase Two Action Fund.** The amount of each payment described in Paragraph 6.8.7 shall be determined by the Claims Administrator by applying the Allocation Procedures described in Exhibit Q, subject to adjustments to accommodate the Phase Two Floor or the Phase Two Cap described in Paragraph 6.8.9 or 6.8.10, respectively.

6.8.9. **Effect of the Phase Two Floor.** Subject to Paragraph 6.8.11, if, after the Claims Administrator applies the Allocation Procedures described in Exhibit Q, total payments from the Phase Two Funds would be less than the "Phase Two Floor" of $3,625,000,000, the Claims Administrator shall increase each Phase Two Qualifying Class Member's Allocated Amount by the same percentage, so that the total payments from the Phase Two Action Fund will meet the Phase Two Floor.

6.8.10. **Effect of the Phase Two Cap.** Subject to Paragraph 6.8.11, if, after the Claims Administrator applies the Allocation Procedures described in Exhibit Q, total payments from the Phase Two Funds would be more than the "Phase Two Cap" of $5,625,000,000, the Claims Administrator shall reduce each Phase Two Qualifying Class Member's Allocated Amount by the same percentage, so that

the total payments from the Phase Two Action Fund will not exceed the Phase Two Cap.

6.8.11. **Promoting Equity for Phase One and Phase Two Water Systems.** If either the Phase Two Floor or the Phase Two Cap is applied, the Claims Administrator, with the Special Master's approval, may shift from Phase One to Phase Two, or from Phase Two to Phase One, portions of the amounts designated in the Payment Schedule (attached as Exhibit K) as payments in 2029 or later, if necessary to promote equity between Phase One Qualifying Class Members and Phase Two Qualifying Class Members. Any such shift shall not alter the size or timing of any payment that 3M owes under this Settlement Agreement.

6.9. **Allocation Procedures.** The Allocation Procedures that will determine the amounts payable to each Qualifying Class Member are described in Exhibit Q. Applying the Allocation Procedures, the Claims Administrator shall calculate for each Phase One Qualifying Class Member an amount equaling the sum of the allocations for each Impacted Water Source that supplies water directly to a Public Water System owned or operated by the Phase One Qualifying Class Member. Later, the Claims Administrator shall individually calculate for each Phase Two Qualifying Class Member an amount that approximates, as closely as is reasonably possible, the amount that the Phase Two Qualifying Class Member would have been allocated if it had been a Phase One Qualifying Class Member.

6.10. **The Supplemental and Special Needs Funds.** The Allocation Procedures in Exhibit Q describe which Qualifying Class Members are eligible for payment from the "Phase One Supplemental Fund," the "Phase One Special Needs Fund," the "Phase Two Supplemental Fund," and the "Phase Two Special Needs Fund," and also describe how the Claims Administrator will determine the amount of each payment from any of these funds.

6.11. **Late Payment.** As set forth in the Payment Schedule in Exhibit K, 3M is scheduled to make twelve (12) annual payments of varying sizes that are due on April 15 of each calendar year from 2025 through 2036, inclusive. 3M may pay any payment that is due in 2025 or thereafter up to ninety (90) calendar days after its due date, so long as 3M adds interest to the payment, calculated at the Wall Street Journal Prime Rate plus eight percent (8%) for the period from the due date to the date the payment is made. However, it is agreed that only two (2) of these twelve (12) annual payments may be delayed. In the event that 3M intends to make a delayed payment, 3M shall give Class Counsel written notice of this intent by certified mail and email at least thirty (30) days before the payment is due. If 3M elects to delay a payment under this provision, it shall provide a solvency certificate to Class Counsel (which may be satisfied by a solvency opinion by a nationally recognized valuation firm) at the time of such notice. The solvency certificate shall include (or if need be, have appended to it) representations by 3M that the failure to timely make the payment will not negatively impact the solvency of 3M, that 3M does not intend to declare bankruptcy prior to making the payment, and that 3M will remain solvent after making the payment. If 3M does not provide the thirty (30) days' notice and the solvency certificate in conjunction with such notice, it shall pay a liquidated penalty of $10 million to the Qualified Settlement Fund at the time 3M makes the delayed payment.

6.12. **Maximum Total Payment.** Other than interest for any payment made up to 90 days after its due date (and any potential liquidated penalty under Paragraph 6.11), and up to $5,000,000 to cover costs incurred by the Notice Administrator and costs of executing the Notice Plan, 3M shall not pay pursuant to this Settlement Agreement more than $12,500,000,000; or, if the Phase Two Floor is applied, more than $10,500,000,000; or if neither the Phase Two Floor nor the Phase Two Cap is applied, an amount between $10,500,000,000 and $12,500,000,000 calculated as described in this Section 6 and in the Payment Schedule in Exhibit K. Included within 3M's total payment amount of $10,500,000,000 to $12,500,000,000 are all costs incurred by the Special Master, the Claims Administrator, the Escrow Agent, and their agents; the Common-Benefit Holdback Assessments, whether for attorneys' fees, costs, or otherwise; all attorneys' fees, costs, and expenses; the full amount of 3M's settlement with the City of Stuart, Florida; the full amount of 3M's settlement with the Middlesex Water Company; and the full amount of 3M's credit for the amount that the Public Water System for the City of Rome, Georgia, would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q.

6.13. **Payment of Amounts Remaining in Any Fund.** The Claims Administrator shall pay any money remaining in the Phase One Action Fund, the Phase One Supplemental Fund, or the Phase One Special Needs Fund as of December 31, 2033, to the Phase One Qualifying Class Members, in proportion to the sum of the prior payments that each Phase One Qualifying Class Member received from all funds established by this Settlement Agreement. The Claims Administrator shall pay any money remaining in the Phase Two Action Fund, the Phase Two Supplemental Fund, or the Phase Two Special Needs Fund as of December 31, 2036, to the Phase Two Qualifying Class Members in proportion to the sum of the prior payments that each Phase Two Qualifying Class Member received from all funds established by this Settlement Agreement.

7. ADMINISTRATION

7.1. **Selection of Notice Administrator.** Within thirty (30) calendar days after the Settlement Date, Interim Class Counsel will retain, subject to consultation with 3M, a Notice Administrator who shall be formally appointed by the Court. Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Notice Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

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

7.2. **Requirements for Notice Administrator.** The Notice Administrator's role shall generally include administering the Notice Plan, which is subject to Court approval as provided in Paragraph 8.1.

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

7.2.2. The Notice Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Notice Administrator deems to be reasonably necessary to effectuate the Notice Plan, which is subject to Court approval as provided in Paragraph 8.1. Subject to the Court's approval, the Notice Administrator may retain any Person that the Notice Administrator deems to be reasonably necessary to provide assistance in administering the Notice Plan.

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

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

7.2.5. 3M, 3M's Counsel, and Released Parties shall have no involvement with or responsibility for supervising the Notice Administrator and are not subject to the authority of the Notice Administrator.

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

7.3. **Selection of Claims Administrator.** Interim Class Counsel shall propose the following Person, subject to the review of 3M, to serve as Claims Administrator, who shall be subject to appointment by the Court in the Order Granting Preliminary Approval:

Dustin Mire
Eisner Advisory Group
8550 United Plaza Boulevard, Suite #1001
Baton Rouge, LA 70809

7.4. **Requirements for Claims Administrator.** The Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claims Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Settlement Funds pursuant to this Settlement Agreement and the Allocation Procedures described in Exhibit Q.

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

7.4.2. The Claims Administrator shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Claims Administrator deems to be reasonably necessary to effectuate the administration

of claims. Subject to the Court's approval, the Claims Administrator may retain any Person that the Claims Administrator deems to be reasonably necessary to provide assistance in administering the Allocation Procedures described in Exhibit Q.

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

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

7.4.5. 3M, 3M's Counsel, and Released Parties are not subject to the authority of the Claims Administrator.

7.4.6. Any decision by the Claims Administrator resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that 3M owes under this Settlement Agreement may be reviewed de novo by the Special Master upon written request from the aggrieved Party or Person.

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

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

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

Class Counsel and 3M shall also select a retired judge to serve as a Special Master for the purpose of resolving disputes that Class Counsel and 3M may identify, including disputes about the timing or amount of 3M's payments under Phase Two. Class Counsel and 3M shall propose such retired judge to be formally appointed by the Court and, in the event that they cannot reach agreement, they shall work with the MDL mediator to reach agreement or, failing that, shall request that the Court appoint a retired judge to serve in this capacity. The retired judge shall be selected and appointed before any dispute impacting the timing or amount of 3M's payments under Phase Two could arise. Such person shall be treated as the "Special Master" under this Agreement for those disputes that he or she is called upon to resolve.

7.6. **Requirements for Special Master.** The Special Master's role shall generally include administration of the proposed Settlement by overseeing the work of the Notice Administrator and the Claims Administrator, and in providing quasi-judicial intervention if and/or when necessary, such as for determinations (if any) related to appeals of Allocated

Amounts.

7.6.1. The Special Master may not be a Person who has acted as counsel, or otherwise represented a party, in Claims relating to AFFF or PFAS.

7.6.2. The Special Master shall have the authority to perform all actions consistent with the terms of this Settlement Agreement that the Special Master deems to be reasonably necessary for the efficient and timely administration of the Settlement. Subject to the Court's approval, the Special Master may retain any Person that the Special Master deems to be reasonably necessary to provide assistance in effectuating the Settlement.

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

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

7.6.5. 3M, 3M's Counsel, and Released Parties are not subject to the authority of the Special Master.

7.6.6. Any decision by the Special Master resolving any dispute that could, directly or indirectly, alter the size or timing of any payment that 3M owes under this Settlement Agreement may be reviewed de novo by the Court upon written request from the aggrieved Party or Person. The Court's judgments shall be final, binding, and nonreviewable, except to the extent that they impact the size or timing of any payment that 3M owes under this Settlement Agreement.

7.6.7. Pursuant to Federal Rule of Civil Procedure 53(f), Class Representatives and 3M stipulate that the Special Master's factual findings will be reviewed by the Court only for clear error (unless the Court disapproves that part of the stipulation and thus requires de novo review); the Special Master's legal conclusions, including the Special Master's interpretation of this Settlement Agreement, will be reviewed by the Court de novo; and the Special Master's ruling on any procedural matter may be set aside by the Court only for an abuse of discretion.

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

7.7. **Qualified Settlement Fund Administration.** All fees, costs, and expenses incurred in the administration of the Qualified Settlement Fund, including fees, costs, and expenses of the Escrow Agent, shall be paid in accordance with Paragraph 6.3.

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

8. APPROVAL AND NOTICE

8.1. **Preliminary Approval.** Within ten (10) calendar days after the Settlement Date, Class Representatives shall submit to the Court a motion seeking (i) certification, for settlement purposes only, of the Settlement Class as defined in Paragraph 5.1; (ii) Preliminary Approval of the Settlement; (iii) approval of the Notice (attached as Exhibit B); (iv) approval of the Notice Plan (attached as Exhibit C); (v) approval of the Summary Notice (attached as Exhibit M); (vi) appointment of Class Counsel; (vii) appointment of the Notice Administrator; (viii) appointment of the Claims Administrator; and (ix) appointment of the Special Master.

8.2. **Notice.**

8.2.1. The Notice process shall commence no later than fourteen (14) calendar days after the entry of the Order Granting Preliminary Approval. Notice shall be provided by the Notice Administrator to Eligible Claimants by first-class U.S. mail where available and by publication elsewhere to meet the requirements of Federal Rule of Civil Procedure 23, incorporate the elements suggested by the Federal Judicial Center, and describe the aggregate Settlement Funds, the consideration described in Section 6, and the Allocation Procedures described in Exhibit Q. Class Representatives and 3M will agree in writing on the form and content of the Notice and Claims Form, consistent with Exhibit B and Exhibit A, respectively.

8.2.2. The Notice of the Settlement shall explain that each Eligible Claimant must specify if it (i) objects to the Settlement, as described in Paragraphs 8.4 through 8.4.4, or (ii) wishes to opt out of the Settlement, as described in Paragraphs 8.5 through 8.5.4. The Notice also shall explain that, under Paragraph 5.2, an Eligible Claimant must submit a timely notice if it has been erroneously listed in Exhibit E or F as a Phase One Eligible Claimant or a Phase Two Eligible Claimant, respectively. The Notice must explain that any Phase One Eligible Claimant that does not opt out will be required to test (or to recently have tested) all its Water Sources for PFAS, as described in Exhibit Q, and to submit all PFAS test results to the Claims Administrator as part of the Phase One process, as described in Exhibit Q and Paragraph 10.3. The Notice also must explain that any Phase Two Eligible Claimant that does not opt out will be eligible for the Phase Two process (as described in Paragraphs 6.8 through 6.8.11), including funds available for future PFAS testing (as described in Exhibit Q and Paragraphs 6.8.2 through 6.8.5), and will be required to test all its Water Sources for PFAS, as described in Exhibit Q, and to submit all PFAS test results to the Claims Administrator as part of the Phase Two process, as described in Exhibit Q and Paragraph 10.3. The Notice must explain that any Eligible Claimant that fails to respond to the Notice will become a Class Member and have its Claims released as described in Section 11.

8.3. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), 3M, or the Notice Administrator on 3M's behalf, shall serve notice of the Settlement via first-class U.S. mail on the appropriate federal and state officials no later than ten (10)

calendar days after this Settlement Agreement is filed with the Court.

8.4. **Objections to Settlement.** Any Eligible Claimant that wishes to object to the Settlement or an award of fees or expenses to Class Counsel must file a written, signed statement designated "Objection" with the Clerk of the Court and provide service on 3M and Class Representatives in accordance with Federal Rule of Civil Procedure 5. Any Objection must be properly filed and served by the deadline imposed by the Court. In seeking Preliminary Approval of this Settlement Agreement, the Class Representatives will ask the Court to set that deadline sixty (60) calendar days after the date the Notice is mailed.

8.4.1. All Objections must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the filer has been legally authorized to object on behalf of the Eligible Claimant and must provide:

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

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

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

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

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

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

8.4.2. Any Eligible Claimant may object either on its own or through any attorney hired at its own expense. If an Eligible Claimant is represented by counsel, the attorney must file a notice of appearance with the Clerk of Court no later than the date ordered by the Court for the filing of Objections and serve 3M's Counsel and Class Counsel in accordance with Federal Rule of Civil Procedure 5 within the same period.

8.4.3. Any Eligible Claimant that complies with the provisions of Paragraphs 8.4 through 8.4.2 may, in the Court's discretion, appear at the Final Fairness Hearing to object to the Settlement or to the award of fees and costs to Class Counsel. Any Eligible Claimant that fails to comply with the provisions of Paragraphs 8.4 through 8.4.2 shall waive and forfeit any and all rights and objections the Eligible Claimant may have asserted, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments with respect to the Settlement.

8.4.4. No "mass" or "class" Objection shall be valid, no Eligible Claimant may submit

an Objection on behalf of any other Eligible Claimant or Class Member, and any Eligible Claimant that objects may be required to submit to discovery regarding its Objection.

8.5. **Opt Outs.** Any Eligible Claimant that wishes to opt out of the Settlement must serve a written, signed "Opt Out" statement designated "Request for Exclusion" on the Notice Administrator, the Special Master, the Claims Administrator, 3M's Counsel, and Class Counsel in accordance with Paragraph 13.15. Any Request for Exclusion must be properly served by the deadline imposed by the Court. In seeking Preliminary Approval of this Settlement Agreement, the Class Representatives will ask the Court to set that deadline ~~sixty (60~~ninety (90) calendar days after the date the Notice is mailed. Any Eligible Claimant that has elected to opt out may withdraw its Request for Exclusion at any time prior to the Final Fairness Hearing and thereby accept all terms of this Settlement Agreement, including its Dismissal provisions.

8.5.1. 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 Eligible Claimant from the Settlement and must:

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

8.5.1.2. provide the filer's name, address, telephone and facsimile numbers, and email address (if available);

8.5.1.3. provide the Eligible Claimant's name, address, telephone and facsimile numbers, and e-mail address (if available); and

8.5.1.4. be received by the Court no later than the Court-approved date designated for such purpose in the Notice.

8.5.2. Any Eligible Claimant that submits a timely and valid Opt Out shall not (i) be bound by any orders or judgments entered in the MDL Cases with respect to this Settlement Agreement (but shall continue to be bound by other orders entered in the Litigation, including any protective order); (ii) be entitled to any of the relief or other benefits provided under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to submit an Objection.

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

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

8.6. **The Final Fairness Hearing.** On the date and time set by the Court, the Class Representatives and 3M shall participate in the Final Fairness Hearing and will reasonably

cooperate with one another to obtain an Order Granting Final Approval, with Class Counsel, on behalf of the Class Representatives, expressly moving for Final Approval.

8.7. **Entry of Order Granting Final Approval.** At the Final Fairness Hearing, the Class Representatives will request that the Court: (i) enter an Order Granting Final Approval in accordance with this Settlement Agreement; (ii) conclusively certify the Settlement Class; (iii) overrule or otherwise resolve any Objections; (iv) make a final determination that notice was adequate; (v) approve the Settlement Agreement as final, fair, good faith, reasonable, adequate, and binding on all Class Members; (vi) dismiss this action with prejudice; and (vii) permanently enjoin any Class Member from bringing any proceeding against any Released Party in any court. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of a portion of the Settlement Funds and for reimbursement of costs and expenses. That application shall be filed not less than twenty (20) calendar days before Objections are due pursuant to Paragraph 8.4. Subject to Class Counsel's application for attorneys' fees and costs, and in accordance with the Order Granting Final Approval, the Special Master, after consulting with the Claims Administrator, shall distribute attorneys' fees and costs approved by the Court (including expert witness fees, consultants' fees, and litigation expenses; any Court-approved class-representative service awards; and the cost of class notice and class administration) from the Qualified Settlement Fund. Any attorneys' fees and costs paid to Class Counsel from the Settlement Funds shall be paid only to the extent awarded by the Court, subject to the holdback provisions in Paragraph 6.6, and not before the Court has entered the Order Granting Final Approval and dismissed this action with prejudice, with no appeals pending or possible.

8.8. **Attorneys' Fees, Costs, and Expenses.** 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, but any such fees and costs of Class Counsel must be approved by the Court. Any such award shall be paid from the Qualified Settlement Fund by the Escrow Agent before any portion of the Settlement Fund is distributed to Class Members, upon production to the Escrow Agent of a copy of the order, on or after such date as the award may become payable under the Court's order. 3M has no obligation for any such award other than its payment obligations under this Settlement Agreement and the Payment Schedule in Exhibit K. Class Counsel and 3M's Counsel will cooperate to ensure that attorneys' fees and costs related to Phase One shall be fully paid from the payments designated in the Table in Exhibit K as "Phase One infrastructure" and that attorneys' fees and costs related to Phase Two shall be fully paid from the payments designated in the Table in Exhibit K as "Phase Two infrastructure." For avoidance of doubt, any award of attorneys' fees, costs, or expenses shall be paid from the Settlement Funds; no Released Party shall pay for any attorneys' fees, costs, or expenses for Class Counsel separate from or in addition to the Settlement Funds.

8.9. **Effect of Failure of Final Approval.** If the Court declines to enter an Order Granting Final Approval in accordance with the terms of this Settlement Agreement, the parties shall proceed as follows:

8.9.1. If the Court declines to enter the Order Granting Final Approval as provided for in this Settlement Agreement, the Litigation against any Released Party will resume unless within thirty (30) calendar days the parties mutually agree in writing to (i) seek reconsideration or appellate review of the decision denying entry of the Order Granting Final Approval; (ii) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; or (iii) comply with other guidance or directives the Court has provided.

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

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

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

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

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

8.10.3. If, for any reason, the Settlement does not become subject to Final Judgment, then no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, if the Settlement does not become subject to Final

Judgment, then the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to their Claims.

8.11. **Termination Refund.** If the Agreement terminates for any reason, the Escrow Agent shall, within seven (7) calendar days after receiving written notice of termination from 3M, repay to 3M the amount 3M paid into the Qualified Settlement Fund (including any interest accrued thereon) less 3M's share of the sum of the notice, administrative, and any similar Court-approved costs actually paid or due and payable from the Qualified Settlement Fund as of the date on which the Escrow Agent receives the notice.

9. REQUIRED PARTICIPATION THRESHOLD AND TERMINATION

9.1. **Walk-Away Right.** 3M shall have the option, in its sole discretion, to terminate this Settlement Agreement and not proceed with the Settlement, without penalty, if any of the seventeen (17) parts of the "Required Participation Threshold" described in Paragraphs 9.1.1 through 9.1.18 is not met (the "Walk-Away Right"). After meeting and conferring, the parties have agreed that Exhibits E, F, and N represent a good-faith effort to list all Phase One and Phase Two Eligible Claimants; to state whether each Eligible Claimant has asserted any Claims against 3M in the Litigation; and to state the number of people served by each Eligible Claimant according to SDWIS (or to estimate that number where necessary). The parties may, however, by mutual agreement, correct such Exhibits, consistent with notification received pursuant to Paragraphs 5.2 and 8.2.2, before applying Paragraphs 9.1.1 through 9.1.18.

9.1.1. The first part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 3,300 or fewer people exceeds Threshold Percentage A of the number of Phase One Eligible Claimants serving 3,300 or fewer people.

9.1.2. The second part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 3,300 or fewer people exceeds Threshold Percentage B of the number of Phase Two Eligible Claimants serving 3,300 or fewer people.

9.1.3. The third part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 3,301 to 10,000 people exceeds Threshold Percentage C of the number of Phase One Eligible Claimants serving 3,301 to 10,000 people.

9.1.4. The fourth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 3,301 to 10,000 people exceeds Threshold Percentage D of the number of Phase Two Eligible Claimants serving 3,301 to 10,000 people.

9.1.5. The fifth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 10,001 to 25,000 people exceeds Threshold Percentage E of the number of Phase One Eligible Claimants serving 10,001 to 25,000 people.

9.1.6. The sixth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 10,001 to 25,000 people exceeds Threshold Percentage F of the number of Phase Two Eligible Claimants serving 10,001 to 25,000 people.

9.1.7. The seventh part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 25,001 to 50,000 people exceeds Threshold Percentage G of the number of Phase One Eligible Claimants serving 25,001 to 50,000 people.

9.1.8. The eighth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 25,001 to 50,000 people exceeds Threshold Percentage H of the number of Phase Two Eligible Claimants serving 25,001 to 50,000 people.

9.1.9. The ninth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 50,001 to 100,000 people exceeds Threshold Percentage I of the number of Phase One Eligible Claimants serving 50,001 to 100,000 people.

9.1.10. The tenth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 50,001 to 100,000 people exceeds Threshold Percentage J of the number of Phase Two Eligible Claimants serving 50,001 to 100,000 people.

9.1.11. The eleventh part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 100,001 to 250,000 people exceeds Threshold Percentage K of the number of Phase One Eligible Claimants serving 100,001 to 250,000 people.

9.1.12. The twelfth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 100,001 to 250,000 people exceeds Threshold Percentage L of the number of Phase Two Eligible Claimants serving 100,001 to 250,000 people.

9.1.13. The thirteenth part of the Required Participation Threshold is satisfied if, according to Exhibit E, the number of Phase One Class Members serving 250,001 to 1,000,000 people exceeds Threshold Percentage M of the number of Phase One Eligible Claimants serving 250,001 to 1,000,000 people.

9.1.14. The fourteenth part of the Required Participation Threshold is satisfied if, according to Exhibit F, the number of Phase Two Class Members serving 250,001 to 1,000,000 people exceeds Threshold Percentage N of the number of Phase Two Eligible Claimants serving 250,001 to 1,000,000 people.

9.1.15. The fifteenth part of the Required Participation Threshold is satisfied if, according to Exhibits E and F, the number of Class Members serving 1,000,000 or more people and identified in SDWIS as having a surface-water or purchased surface-

water source (or serving 1,000,000 or more people and that have not detected PFAS in five or fewer Water Sources) exceeds Threshold Percentage O of the number of Eligible Claimants serving 1,000,000 or more people and identified in SDWIS as having a surface-water or purchased surface-water source (or serving 1,000,000 or more people and that have not detected PFAS in five or fewer Water Sources).

9.1.16. The sixteenth part of the Required Participation Threshold is satisfied if, according to Exhibits E and F, the number of Class Members that serve 1,000,000 or more people, are identified in SDWIS as having only a groundwater source, and have detected PFAS in five or fewer Water Sources exceeds Threshold Percentage P of the number of Eligible Claimants serving 1,000,000 or more people, are identified in SDWIS as having only a groundwater source, and have detected PFAS in five or fewer Water Sources.

9.1.17. The seventeenth part of the Required Participation Threshold is satisfied if, according to Exhibit N, the number of Class Members that have asserted any Claims against 3M in the Litigation exceeds Threshold Percentage Q of the number of Eligible Claimants that have asserted any Claims against 3M in the Litigation.

9.1.18. Thresholds A through Q are specified in the Supplemental Agreement, which will be filed with the Court under seal.

9.2. **Process for Exercising or Waiving the Walk-Away Right.** The parties, the Notice Administrator, the Claims Administrator, and the Special Master will be informed of each Request for Exclusion that an Eligible Claimant timely and properly serves. Within fourteen (14) calendar days after receiving the last such Request for Exclusion, the Special Master, after consultation with the Claims Administrator, shall determine whether all seventeen (17) parts of the Required Participation Threshold have been satisfied and shall inform the parties of this determination. If the Special Master determines and informs the parties that all parts of the Required Participation Threshold have been satisfied, and 3M in good faith agrees with that determination, 3M shall, as soon as reasonably possible and in any event no later than twenty-one (21) calendar days after receiving the Special Master's determination, file with the Special Master and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written notice that 3M's Walk-Away Right was not triggered. If the Special Master determines and informs the parties that some or all parts of the Required Participation Threshold have not been satisfied, or if 3M in good faith disagrees with a determination by the Special Master that all parts of the Required Participation Threshold have been satisfied, 3M may, in its sole discretion, no later than twenty-one (21) calendar days after receiving the Special Master's determination, file with the Special Master and the Claims Administrator and serve on all parties in accordance with Paragraph 13.15 written notice that 3M is either (i) exercising its Walk-Away Right or (ii) waiving its Walk-Away Right.

9.3. **Effect of Exercising the Walk-Away Right.** If 3M files and serves a written notice exercising its Walk-Away Right in accordance with Paragraph 9.2, this Settlement

Agreement shall thereupon terminate, and this Settlement Agreement, 3M's obligations under it, and all Releases shall become null and void, without prejudice to the ability of each Party, at its own sole option and discretion, to attempt to negotiate a settlement on different terms. In the event of such a termination, no class will be deemed certified as a result of this Settlement Agreement, and the Litigation against any Released Party for all purposes will revert to its status as of the Settlement Date. In such event, no Released Party will be deemed to have consented to certification of any class, and Released Parties will retain all rights to oppose, appeal, or otherwise challenge class certification and any other issue in the Litigation. Likewise, the participation in the Settlement by any Class Representative or Class Member cannot be raised as a defense to its Claims.

9.4. **Effect of Waiving the Walk-Away Right.** If, in accordance with Paragraph 9.2, 3M files and serves a written notice stating that its Walk-Away Right was either waived or not triggered, within five (5) Business Days thereafter the parties shall submit a joint stipulation to the Court requesting a stay of all proceedings against Released Parties in any action designated as a Tier One or Tier Two bellwether case under Case Management Order Nos. 13, 19, and 19-A in the MDL Cases, including the actions identified in Exhibit O. In the event the Court enters an Order designating additional actions brought by Public Water Systems as bellwether cases before the Effective Date or termination of the Settlement, the parties shall submit a joint stipulation requesting a stay of all proceedings against Released Parties in those additional actions within five (5) Business Days after entry of that Order. The parties shall request that any stay of proceedings remain in place until either (i) Dismissal pursuant to Paragraph 11.5 or (ii) the Settlement is terminated pursuant to Paragraph 8.9.2 or 8.10.2. Where a stay of proceedings is terminated because the Settlement is terminated pursuant to Paragraph 8.9.2 or Paragraph 8.10.2, the parties shall work cooperatively to submit to the Court within thirty (30) calendar days after the stay being terminated proposed modifications to the bellwether schedule to allow Released Parties to participate in those proceedings without being prejudiced.

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

9.6. **Terms Surviving Termination.** The terms provided in Paragraphs 8.9.3, 8.10.3, 9.3, 9.6, 13.1, 13.3, 13.13, 13.15, 13.16, and 13.20 shall survive any termination of this Settlement Agreement.

10. DISTRIBUTIONS

10.1. **Notice and Administration.** All costs of notice and administration of the Settlement shall be paid in accordance with the provisions of Paragraphs 6.3 and 7.7.

10.2. **Attorneys' Fees and Costs.** Any award of attorneys' fees, costs, or expenses under the Order Granting Final Approval or such other order of the Court shall be paid from the Qualified Settlement Fund by the Escrow Agent, after production to the Escrow Agent of

a copy of the order, and consistent with the Payment Schedule in Exhibit K. 3M shall have no obligation for any such award other than its payment obligations under this Settlement Agreement's express terms.

10.3. **Claims Procedure, Claims Periods, and Claims Forms.** To make a claim against the Qualified Settlement Fund, a Class Member will be required to submit to the Claims Administrator a completed, certified Claims Form, signed under penalty of perjury in accordance with 28 U.S.C. § 1746, that provides that the Person submitting the Claims Form is authorized to submit a claim on behalf of the Class Member; provides the Class Member's name, address, telephone and facsimile numbers, and email address (if available); authorizes 3M to obtain all relevant Water Sources' detailed PFAS test results from the laboratory that performed the analyses; and provides, fully and completely, all other information required by the Claims Form, including a statement that it tested each of its Water Sources for PFAS. Phase One Class Members will be allowed to submit Phase One Action Claims Forms up to the date specified for such purpose in the Notice. As described in Exhibit Q, the Claims Administrator shall specify the Claims Periods during which Class Members must submit Phase Two Testing Compensation Claims Forms, Phase Two Action Claims Forms, Supplemental Claims Forms, and Special Needs Claims Forms. Class Counsel will, in its sole discretion, confirm the validity of each Claims Form and confirm that it provides the required information.

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

11. RELEASE, COVENANT NOT TO SUE, AND DISMISSAL

11.1. **Release.**

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

or involves any increase in the rates for Drinking Water that any Releasing Party or Public Water System charges its customers; (ii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves the development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); (iii) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves any Releasing Party's transport, disposal, or arrangement for disposal of PFAS-containing waste or PFAS-containing wastewater, or any Releasing Party's use of PFAS-containing water for irrigation or manufacturing; (iv) any Claim that has arisen or may arise at any time in the future out of, relates to, or involves representations about PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS); and (v) any Claim for punitive or exemplary damages that has arisen or may arise at any time in the future out of, relates to, or involves PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS). The terms "Release" and "Released Claims" do not include any Claim that a Class Member can demonstrate arises solely out of conduct by Released Parties that occurs entirely after the Effective Date. It is the intention of this Agreement that the definitions of "Release" and "Released Claims" be as broad, expansive, and inclusive as possible.

11.1.2 Paragraph 11.1.1(i)–(iii) does not apply to the following:

11.1.2.1 Paragraph 11.1.1(i)–(iii) does not apply to a Class Member's Claim related to the remediation, testing, monitoring, or treatment of real property to remove or remediate PFAS where (i) the Class Member owns or possesses real property and has legal responsibility to remove contamination from or remediate contamination of such real property; (ii) such real property is separate from and not related in any way to the Class Member's Public Water System (such as an airport or fire training facility); (iii) the Class Member seeks damages or other relief unrelated to Drinking Water or a Class Member's Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater under such real property, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater under such real property or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member's Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party, the Class Member's Claim and damages shall be limited to the costs of remediating or removing PFAS from the property or groundwater under the property, in accordance with applicable or relevant state or federal regulatory cleanup standards and in a cost-effective

manner.

11.1.2.2 Paragraph 11.1.1(i)–(iii) does not apply to a Class Member's Claim related to the discharge, remediation, testing, monitoring, treatment, or processing of stormwater or wastewater to remove or remediate PFAS at its permitted stormwater system or permitted wastewater facility where (i) the Class Member owns or operates a permitted stormwater system or permitted wastewater facility; (ii) such facility is separate from and not related in any way to the Class Member's Public Water System (such as a separate stormwater or wastewater system that is not related in any way to a Public Water System); (iii) the Class Member seeks damages or other relief unrelated to Drinking Water or a Class Member's Public Water System or Water Sources; and (iv) if the Class Member seeks remediation, testing, monitoring, or treatment of groundwater impacted by a permitted stormwater system or permitted wastewater facility, the Class Member either (a) identifies Non-Class Potable Water that may be adversely affected by the fate and transport of PFAS released into the groundwater from the separate stormwater system or wastewater facility, or (b) is subject to a state or federal directive, order, or permit condition requiring groundwater remediation or treatment to the extent that the directive, order, or permit condition is not premised on a need to protect a Class Member's Public Water System or Water Sources. If a Class Member pursues such a Claim against any Released Party related to stormwater or wastewater that will not be used for Drinking Water, the Class Member's Claim and damages shall be limited to the costs of remediating or removing PFAS from the stormwater or wastewater in a cost-effective manner. If a Class Member pursues such a Claim against any Released Party related to groundwater that will not be used for Drinking Water and that has been impacted by stormwater or wastewater, the Class Member's Claim and damages related to groundwater shall be limited to the costs of remediating or removing PFAS from the groundwater, in accordance with any applicable state or federal regulatory groundwater cleanup standards in a cost-effective manner.

11.1.3 Notwithstanding Paragraphs 11.1.2 through 11.1.2.2, if a Releasing Party pursues a Claim, including any Claim described in Paragraphs 11.1.2 through 11.1.2.2, against any Released Party arising out of, relating to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (to the extent such Claim relates to, arises out of, or involves PFAS), the Releasing Party shall affirm in a complaint or similar filing that (i) this Settlement Agreement has fully and finally resolved all its Claims against Released Parties arising out of, related to, or involving PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System and (ii) its Claims against Released Parties do not arise out of, relate to, or involve (a) PFAS that has entered or is associated with Drinking Water or any Releasing Party's Public Water System (including Claims seeking damages, abatement, or other relief to prevent or pay the cost to prevent PFAS from entering any Public Water System from a Water

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

11.1.4 Notwithstanding Paragraphs 11.1.2 through 11.1.2.2, and consistent with the affirmation described in Paragraph 11.1.3, each Releasing Party that pursues a Claim against any Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS (including any Claim described in Paragraphs 11.1.2 through 11.1.2.2):

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

11.1.4.2 shall make no argument to any finder of fact that the Releasing Party is entitled to any damages, remedy, or other relief described in Paragraph 11.1.4.1; and

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

11.1.5 If a Person or entity that is not a Releasing Party brings a Claim against a Released Party arising out of, related to, or involving PFAS or any product (including AFFF) manufactured with or containing PFAS, upon the request of a Released Party for use in litigation or arbitration commenced by such Person or entity, a Releasing Party shall provide the Released Party a letter substantially in the form of Exhibit P, which makes clear that (i) the Releasing Party has expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, waived, compromised, settled, and discharged the Released Parties from each and every one of the Released Claims pursuant to Paragraph 11.1.1; (ii) through payments made under this Settlement, 3M has fully resolved any and all duties or obligations any Released Party might have to contribute funds toward or otherwise address any alleged damages, treatment, filtration, or remediation that in any way arises out of, relates to, or involves PFAS that has entered or may enter Drinking Water or any Releasing Party's Public Water System, including any aspect of the provision, treatment, filtration, remediation, testing, or monitoring of Drinking Water from the Releasing Party's Public Water System; and (iii) the Releasing Party's Public Water System has ensured that PFAS

concentrations in its Public Water System's Drinking Water are kept below final federal and final state regulatory limits for PFAS.

11.2. **Exclusive Consideration for Released Claims.** The distributions described in Section 6, Paragraph 10.4, and Exhibits K and Q are the exclusive consideration provided to the Releasing Parties for the Released Claims against the Released Parties. Each Class Member shall look solely to the Settlement Funds (less reasonable attorneys' fees and costs) for satisfaction of all such Released Claims herein, though each Class Member also may seek payment from other defendants in the Litigation. Accordingly, the Released Parties shall not be subject to liability or expense of any kind to the Releasing Parties with respect to any Released Claims, other than as set forth in this Settlement Agreement.

11.3. **Covenant Not to Sue.** The Releasing Parties shall not at any time hereafter, whether directly or indirectly or individually or as a member or representative of a class commence, assign, or prosecute any Claim, demand, or cause of action at law or otherwise for damages, loss, or injury arising out of, related to, or involving any act, error, omission, event, or thing within the scope of the Release set forth in Paragraphs 11.1 through 11.1.5 against any or all Released Parties as to any Released Claims (the "Covenant Not to Sue"). The Releasing Parties consent to the jurisdiction of this Court or any other court having jurisdiction to enter an injunction barring the Releasing Parties from commencing or prosecuting any action or other proceeding, or seeking other benefits, based upon the Released Claims.

11.4. **Protection of Ratepayers.** Upon entry of the Final Judgment, each Releasing Party represents and warrants that (i) this Settlement has compensated it for PFAS allegedly attributable to the Released Party; and (ii) future additions, modifications, or improvements to its Public Water System due to PFAS will be the sole responsibility of the Releasing Party and not the Released Parties. Upon 3M's written request, a Releasing Party shall provide any Released Party a letter substantially in the form of Exhibit P (as set forth in Paragraph 11.1.5). No Releasing Party shall assert that any future rate increase request was ~~caused by~~attributable to a Released Party's development, manufacture, formulation, distribution, sale, transportation, storage, loading, mixing, application, or use of PFAS or any product (including AFFF) manufactured with or containing PFAS~~.~~, but may assert generally the need for PFAS treatment. The Releasing Parties reserve the right to change their rates for any reason, so long as they do not attribute the change to any Released Party.

11.5. **Dismissal.** Subject to Paragraph 11.5.1, in accordance with the Release and Covenant Not to Sue, all pending Litigation brought by or on behalf of a Releasing Party against any Released Party involving any Released Claim shall be dismissed with prejudice, with each party bearing its own costs (the "Dismissal"). The Parties agree that the Releasing Party shall execute a stipulation of Dismissal with prejudice, in the form provided for in Exhibit R, within fourteen (14) calendar days after the Effective Date.

11.5.1. To the extent allowed by this Paragraph 11.5.1, Dismissal of pending Litigation that includes a Claim or part of a Claim that would not be released by this Section 11 shall be limited to any Claim or part of a Claim that is released by this Section 11. Any Releasing Party that asserts that it has at least one Claim (or part of a Claim) against a Released Party in the Litigation that would not be released by

this Section 11 must notify the Special Master, Class Counsel, and 3M's Counsel before the date of the Final Fairness Hearing if it intends to seek such a limited Dismissal. In accord with any written agreement among such Releasing Party, Class Counsel, and 3M's Counsel regarding the scope of limited Dismissal, such Releasing Party shall execute a stipulation of limited Dismissal with prejudice, in the form provided for in Exhibit R, dismissing with prejudice all Claims and parts of Claims released by this Section 11, with each party bearing its own costs, within fourteen (14) calendar days after the Effective Date. Absent written agreement among such Releasing Party, Class Counsel, and 3M's Counsel about the scope of any limited Dismissal, such Releasing Party must seek leave of court to file a limited Dismissal no later than fourteen (14) calendar days after the date of Final Approval. Such Releasing Party shall execute a stipulation of Dismissal with prejudice or limited Dismissal with prejudice, as consistent with the Court's ruling on such Releasing Party's request for leave, in the form provided for in Exhibit R, dismissing with prejudice all Claims and parts of Claims released by this Section 11, with each party bearing its own costs, within the later of fourteen (14) calendar days after the Effective Date or seven (7) calendar days after the court's ruling on the Releasing Party's motion for leave to file a limited dismissal. If a Releasing Party does not timely seek and obtain a written agreement or leave of court permitting a limited Dismissal, Litigation brought by or on behalf of that Releasing Party against any Released Party shall be dismissed in its entirety with prejudice pursuant to Paragraph 11.5.

11.5.2. If a Releasing Party fails to timely execute a stipulation of Dismissal required by Paragraph 11.5 or Paragraph 11.5.1, 3M may move for Dismissal or limited Dismissal as appropriate.

~~11.6. **Contribution and Indemnity.**~~

11.6. **Protection Against Claims-Over.**

11.6.1. It is the intent of the ~~parties~~Parties that:

11.6.1.1. the payments 3M makes under this Agreement shall be the sole payments the Released Parties shall make to ~~the~~address alleged PFAS contamination at Class ~~Members in accordance with the provisions of the Release herein~~Members' Public Water Systems;

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

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

11.6.2. The Order Granting Final Approval will specify that the Settlement is a good-faith settlement that bars any Claim by any non-Released Party against any

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

~~11.6.2.~~11.6.3. To the extent that on or after the Effective Date any Releasing Party settles any Claim it ~~may have~~has against any non-Released Party arising out of, relating to, or involving the Released Claims and provides a release to such non-Released Party, the Releasing Party shall include in that settlement a release from such non-Released Party in favor of the Released Parties in a form equivalent to the Release contained in this Settlement Agreement.

~~11.6.3. By this Agreement, each Releasing Party hereby covenants and agrees to indemnify and hold each and every Released Party harmless of and from (i) any future or further exposure or payment arising out of, related to, or involving the Released Claims, including any litigation, Claim, or settlement which may hereafter be instituted, presented, or continued by or on behalf of the Releasing Parties, or by any person seeking contribution, indemnity, or subrogation in connection with such Released Claims, and (ii) any Claim arising out of, related to, or involving PFAS that has entered or may enter Drinking Water or any Releasing Party's Public Water System. The Releasing Parties agree to credit and satisfy that portion of the total damages, if any, which may have been caused by the Releasing Parties, as such may be determined in any litigation, Claim, or settlement which may hereafter be instituted, presented, or continued in connection with the Released Claims, including any Claim of negligence or strict liability of the Released Parties.~~

11.6.4. If a Released Claim asserted by a Releasing Party gives rise to a Claim-Over against a Released Party and a court determines that the Claim-Over can be maintained notwithstanding the order referenced in Paragraph 11.6.2, the Releasing Party shall reduce the amount of any judgment it obtains against the non-Released Party who is asserting the Claim-Over by whatever amount is necessary, or take other action as is sufficient, to fully extinguish the Claim-Over under applicable law. Nothing herein prevents a Releasing Party from pursuing litigation against a non-Released Party and collecting the full amount of any judgment, except to the extent it is necessary to protect the Released Party to fully extinguish a Claim-Over under applicable law.

11.6.5. The Claim-Over protections provided in Paragraphs 11.6.3 and 11.6.4 shall not apply to Claims brought by a State.

11.7. **Liens.** Each Class Member agrees to be responsible for any lien, interest, action, or Claim asserted by any third party, in a derivative manner, for or against that Class Member's share of the Settlement Amount, including any derivative action or Claim asserted by any financial institution, lender, insurer, agent, representative, successor, predecessor, assign,

attorney, bankruptcy trustee, and any other Person who may claim through them in a derivative manner.

~~11.7.~~11.8. **Exclusive Remedy.** The relief provided for in this Settlement Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to any Released Claims, and the Released Parties shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Settlement Agreement.

~~11.8.~~11.9. **Waiver of Statutory Rights.** To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

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

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

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 9-13-02 of the North Dakota Century Code, which provides:

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

To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

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

To the extent the laws apply, the Releasing Parties expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 28-1-1602 of the Montana Code Annotated,

Section 9-13-02 of the North Dakota Century Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover Claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims, but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all the Released Claims against Released Parties. The Release thus shall remain in effect notwithstanding the discovery or existence of any additional or different Claims or facts.

11.10 This Agreement shall not release any Claims owned by a State or the federal government where brought, respectively, by the State or the federal government. For the avoidance of doubt, consistent with Paragraph 5.1(B)–(C) of this Settlement Agreement, this Paragraph 11.10 shall not apply to (1) any Claim brought by or on behalf of a Public Water System that is owned by a State government but (a) is not listed in SDWIS as having as its sole "Owner Type" a "State government" (as set forth in Exhibit H), (b) has independent authority to sue and be sued, or (c) both, or to (2) any Claim brought by or on behalf of a Public Water System that is owned by the federal government but (a) is not listed in SDWIS as having as its sole "Owner Type" the "Federal government" (as set forth in Exhibit I), (b) has independent authority to sue and be sued, or (c) both.

12 GUARANTEES AND PROTECTIONS

12.1 **Prohibited Transactions and Successors; Bankruptcy.** Until all 3M's obligations under this Agreement are fully performed and satisfied, the provisions of this Paragraph 12.1 shall apply:

12.1.1 **Prohibited Transactions and Successors.**

12.1.1.1 3M shall not, in one (1) transaction or a series of integrated transactions, sell or transfer either a majority of its voting stock or U.S. assets having a value equal to thirty percent (30%) or more (as determined below) of the consolidated total assets of 3M according to 3M's most recent Form 10-Q or 10-K (other than sales or transfers of inventories or otherwise in the ordinary course of business, or sales or transfers to an entity owned directly or indirectly by 3M) where the planned sale or transfer is announced after the Settlement Date, and as to which 3M does not obtain, from a nationally recognized valuation firm, either (a) a fairness opinion or (b) a solvency opinion stating that the transaction would not foreseeably and unreasonably jeopardize 3M's ability to make the payments under the Settlement Agreement and to creditors in the ordinary course of 3M's business that are due on or before the third payment date following the close of such sale or transfer transaction, unless 3M obtains the acquiror's agreement that the acquiror will be either a guarantor of or successor to the percentage of the amount of each remaining payment under the Settlement Agreement equal to the percentage of 3M's consolidated total

assets being sold or transferred in such transaction. The consolidated total assets, pursuant to which percentages under this Paragraph 12.1.1.1 shall be calculated, shall be determined in accordance with United States generally accepted accounting principles and as of the date of 3M's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue; *provided, however*, that if 3M is no longer a public company, percentages under this Paragraph 12.1.1.1 shall be determined in accordance with United States generally accepted accounting principles and as of the date of 3M's most recent consolidated balance sheet (but in no event one dated as of more than ninety (90) calendar days prior to the close of such sale or transaction).

12.1.1.2 Paragraph 12.1.1.1 shall apply only to transactions of the size set forth therein and shall be enforceable solely by Class Counsel. In the event of such a transaction, 3M shall provide notice to Class Counsel, no later than the day of public announcement of such transaction; provided, however, it is agreed and understood that no transaction subject to Paragraph 12.1.1.1 shall be consummated until after expiration of the applicable notice period described below. For any transaction triggering Paragraph 12.1.1.1, in conjunction with such notice, 3M shall deliver to Class Counsel the applicable fairness opinion, solvency opinion, or documents reflecting the value of the U.S. assets being sold or transferred, as a percentage (as determined under Paragraph 12.1.1.1) of 3M's consolidated total assets (according to 3M's most recent Form 10-Q or 10-K), with all such documents being subject to reasonable confidentiality restrictions. Any objection under these Paragraphs not raised within thirty (30) calendar days after such notice or within twenty-eight (28) calendar days after Class Counsel's receipt of such documents, whichever is later, is waived. The sole remedy for such an objection, if timely and deemed valid by the Court, shall be an order enjoining the asset sale or transfer pending compliance with Paragraphs 12.1.1.1 and 12.1.1.2; in the event of such order, 3M agrees that it will not seek a bond in conjunction with such order.

12.1.1.3 For avoidance of doubt, 3M's spin-off or other transactions involving its health-care business are not subject to Paragraphs 12.1 through 12.1.1.2.

12.1.2 **Bankruptcy.** The following provisions shall apply if 3M commences proceedings under the Bankruptcy Code:

12.1.2.1 3M shall schedule all Qualifying Class Members' claims under this Agreement as liquidated, non-contingent, and undisputed per this Agreement without prejudice to Qualifying Class Members filing their Released Claims.

12.1.2.2 To the extent 3M obtains any recoveries as against any Qualifying Class Member pursuant to 11 U.S.C. § 550 in respect of payments made on

account of the Qualifying Class Member's Released Claims, such recoveries would be limited to a credit against unpaid amounts due under this Agreement.

12.1.2.3 If this Agreement is not assumed in bankruptcy or adopted as part of a confirmed Chapter 11 plan of reorganization, 3M hereby waives any statute of limitations defense that might limit or hinder recovery of Qualifying Class Members' Released Claims addressed in this Agreement, except to the extent such defenses exist as of the Settlement Date.

12.1.2.4 Subject to the other subparts of Paragraph 12.1.2, if 3M obtains relief as against Qualifying Class Members pursuant to 11 U.S.C. § 550 or if this Agreement is not assumed or adopted as part of a confirmed Chapter 11 plan of reorganization, then all agreements, all concessions, all reductions of Qualifying Class Members' Released Claims, and the Release and the Covenant Not to Sue, contained in this Agreement shall immediately and automatically be deemed null and void as to 3M; the Qualifying Class Members shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into the Settlement Agreement, and the Qualifying Class Members shall have the right to assert any and all claims against 3M in the bankruptcy proceeding or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the Settlement otherwise provided in the Settlement Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Qualifying Class Members' Released Claims, and the Release and Covenant Not to Sue provided in connection with such settled Claims contained in this Agreement shall remain in full force and effect as to all Persons other than 3M itself; (ii) in the event a Releasing Party asserts any Released Claim against 3M after the rejection and/or termination of the Settlement Agreement and receives a judgment, settlement, or distribution arising from such Released Claim, then the amount of any payments such Releasing Party has previously received from 3M under the Settlement Agreement shall be applied to reduce the amount of any such judgment, settlement, or distribution; (iii) the Qualifying Class Members may exercise all rights provided under the Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Released Claims against 3M, subject to all defenses and rights of 3M; and (iv) Qualifying Class Members shall retain all payments previously received under this Agreement, subject to 11 U.S.C. § 550.

12.2 **Financial Reporting.** If at any time 3M ceases to be a public reporting company, then, until all of 3M's obligations under this Agreement are fully performed and satisfied, 3M will provide to Class Counsel, subject to reasonable confidentiality restrictions to be agreed, 3M's annual audited financial statements and 3M's quarterly unaudited financial

statements, including a balance sheet and an income statement, within ninety (90) calendar days after the end of each fiscal quarter.

13 MISCELLANEOUS PROVISIONS

13.1 **Continuing Jurisdiction.** The U.S. District Court for the District of South Carolina shall have and retain jurisdiction over the interpretation and implementation of this Settlement Agreement, as well as any and all matters arising out of, related to, or involving the interpretation or implementation of the Settlement Agreement.

13.2 **Cooperation.** The parties shall cooperate fully with each other and shall use all reasonable efforts to obtain Court approval of the Settlement and all its terms. 3M shall provide all information reasonably necessary to assist the Class Representatives in the filing of any brief supporting approval of the Settlement. Class Representatives, Class Counsel, 3M, and 3M's Counsel agree to recommend approval of and to support this Settlement Agreement to the Court and to use all reasonable efforts to give force and effect to its terms and conditions. Class Representatives, Class Counsel, 3M, 3M's agents, and 3M's Counsel shall not in any way encourage any objections to the Settlement (or any of its terms or provisions) or encourage any Eligible Claimant to elect to opt out. Class Representatives and Class Counsel shall cooperate fully with 3M, 3M's agents, and 3M's Counsel by providing 3M with (and consenting to the Special Master and Claims Administrator providing 3M with) any non-privileged, non-work-product-protected documents, data, communications, or information that 3M deems necessary to any insurance recovery effort.

13.3 **No Admission of Wrongdoing or Liability.** 3M does not admit or concede any liability or wrongdoing, acknowledge any validity to the Claims asserted in the Litigation, acknowledge any scientific, medical, factual, or other basis asserted in support of any of those Claims, acknowledge that certification of a litigation class is appropriate as to any Claim, or acknowledge any weakness in the defenses asserted in the Litigation, and nothing in this Settlement Agreement, the Preliminary Approval, or the Final Approval shall be interpreted to suggest anything to contrary. Nothing in this Settlement Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Settlement Agreement and settled the Released Claims against Released Parties shall be construed, deemed, or offered as an admission or concession by any of the Parties or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including the Litigation), except (i) as required or permitted to comply with or enforce the terms of this Settlement Agreement, the Preliminary Approval, or the Final Approval, or (ii) in connection with a defense based on *res judicata,* claim preclusion, collateral estoppel, issue preclusion, release, or other similar theory asserted by any of the Released Parties. Nothing in this Agreement is intended to limit any right, Claim, or defense that any Released Party may have with respect to any litigation or Claim brought by a non-Releasing Party.

13.4 **Amendment of Settlement Agreement.** Subject to Paragraph 13.4.1, no waiver, modification, or amendment of the terms of this Settlement Agreement, made before or after Final Approval, shall be valid or binding unless in writing, signed by Class Counsel

and by duly authorized signatories of 3M, and then only to the extent set forth in such written waiver, modification, or amendment, and subject to any required Court approval.

13.4.1 **More Favorable Terms in Other Settlements.** If any other defendant in any MDL Case has executed or will execute prior to the Final Fairness Hearing a settlement agreement that provides for payments totaling two hundred fifty million dollars ($250,000,000.00) or more, and if 3M identifies a term in that other defendant's settlement agreement that 3M believes is more favorable to the defendant than an equivalent term in Section 11 of this Settlement Agreement (including any term as to the Release, the Covenant Not to Sue, or Dismissal), 3M may elect to replace the relevant term of this Settlement Agreement with the more favorable term, upon written notice to Class Counsel~~.~~, as long as the more favorable term does not impair any Claim that is subject to the non-release provision in Paragraph 11.10 of this Settlement Agreement and that a State has brought directly against 3M. Any dispute as to the application of this Paragraph 13.4.1 shall be referred to the Special Master; *provided, however*, that a State may ask the Court to resolve any dispute about any potential impact on the State's rights of the application of this Paragraph 13.4.1.

13.5 **Construction of Settlement Agreement.** The Parties acknowledge as part of the execution hereof that this Settlement Agreement was reviewed and negotiated by their respective counsel and agree that the language of this Settlement Agreement shall not be presumptively construed against any of the Parties. This Settlement Agreement shall be construed as having been drafted by all the Parties to it, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.

13.6 **Arm's-Length Transaction.** The Parties each acknowledge that the negotiations leading to this Settlement Agreement were conducted regularly and at arm's length; this Settlement Agreement is made and executed by and of each executing Party's own free will; each such Party knows all the relevant facts and its rights in connection therewith; and such Party has not been improperly influenced or induced to make this settlement as a result of any act or action on the part of any other Party or employee, agent, attorney, or representative of any other Party.

13.7 **Third-Party Beneficiaries.** This Settlement Agreement does not create any third-party beneficiaries, except Class Members and the Released Parties other than 3M, which are intended third-party beneficiaries.

13.8 **Entire Agreement.** No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Settlement Agreement and in the parties' Supplemental Agreement, which collectively constitute the entire agreement between the Parties with regard to the subject matter contained herein, and supersede and cancel all prior and contemporaneous agreements, negotiations, commitments, and understandings between the Parties with respect to the specific subject matter hereof.

13.9 **Binding Effect.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their respective heirs, successors, and assigns. Consistent with Paragraph 4.3, the individual signing this Settlement Agreement on behalf of 3M represents and warrants that he or she has the power and authority to enter into this Settlement Agreement on behalf of 3M, on whose behalf he or she has executed this Settlement Agreement, as well as the power and authority to bind 3M to this Settlement Agreement. Likewise, consistent with Paragraph 4.2, Interim Class Counsel executing this Settlement Agreement represent and warrant that they have the power and authority to enter into this Settlement Agreement on behalf of Class Representatives and Class Members, as well as the power and authority to bind Class Representatives and Class Members to this Settlement Agreement.

13.10 **Waiver.** Any failure by any Party to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

13.11 **Specific Performance.** The Parties agree that money damages would not be a sufficient remedy for any breach of this Settlement Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach in addition to any other remedy available at law or in equity, without the necessity of demonstrating the inadequacy of money damages.

13.12 **Force Majeure.** The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, pandemics, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.

13.13 **Confidentiality.** The parties shall keep confidential the content of the negotiations, points of discussion, documents, communications, and supporting data utilized or prepared in connection with the negotiations and settlement discussions taking place in the MDL Cases, except as otherwise required by law. Nothing in this Settlement Agreement shall prevent 3M from disclosing such information to its insurers if demanded by those insurers in the context of their coverage investigations. The parties may, at their discretion, issue publicity, press releases, or other public statements regarding this Settlement, whether unilaterally or as jointly agreed to in writing by all parties. Any jointly agreed or other statement shall not limit 3M's ability to provide information about the Settlement to its employees, accountants, attorneys, insurers, shareholders, or other stakeholders or in accordance with legal requirements or to limit Class Counsel's ability to provide Notice or information about the Settlement to Eligible Claimants or in accordance with legal requirements.

13.14 **Exhibits.** Any Exhibits hereto are incorporated herein by reference as if set forth herein verbatim, and the terms of any Exhibits are expressly made a part of this Settlement Agreement.

13.15 **Notices to Parties.** Any notice, request, instruction, or other document to be delivered pursuant to this Settlement Agreement shall be sent to the appropriate Party by (i) electronic mail; and (ii) overnight courier, delivery confirmation requested:

If to 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
krhodes@mmm.com

Thomas J. Perrelli
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1099 New York Avenue, N.W., Suite 900
Washington, DC 20001-4412
TPerrelli@jenner.com

Richard F. Bulger
Mayer Brown LLP
71 South Wacker Drive
Chicago, Illinois 60606
Rbulger@mayerbrown.com

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

Michael A. London
Douglas & London, P.C.
59 Maiden Lane, 6th Floor
New York, New York 10038
mlondon@douglasandlondon.com

Paul J. Napoli
Napoli Shkolnik
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3102 Oak Lawn Avenue, Suite 1100
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Elizabeth A. Fegan
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150 South Wacker Drive, 24th Floor
Chicago, Illinois 60606
~~beth@feganscott~~beth@feganscott.com

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

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

13.17 **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. This Settlement Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal force and effect as if it were the original signed version thereof delivered in person.

13.18 **Captions.** The captions, titles, headings, or subheadings of the sections and paragraphs of this Settlement Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

13.19 **Electronic Signatures.** Any executing Party may execute this Settlement Agreement by having its respective duly authorized signatory sign their name on the designated signature block below and transmitting that signature page electronically to counsel for all parties. Any signature made and transmitted electronically for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be binding upon the Party transmitting their signature electronically.

13.20 **No Liability.** No Person shall have any Claim against the Class Representatives, Class Members, Interim Class Counsel, Class Counsel, 3M, 3M's Counsel, Released Parties, Notice Administrator, Claims Administrator, Escrow Agent, or Special Master based on

actions that Interim Class Counsel, Class Counsel, 3M's Counsel, Notice Administrator, Claims Administrator, Escrow Agent, or Special Master were required or permitted to take under this Agreement.

* * * *

Agreed to this 28th day of August, 2023.

PROPOSED CLASS COUNSEL:	**3M:**
Michael A. London Douglas & London, P.C. 59 Maiden Lane, 6th Floor New York, New York 10038 mlondon@douglasandlondon.com	Steven F. Reich Executive Vice President 3M Company 3M Center, 0220-09W-15 St. Paul, Minnesota 55144-1000
Paul J. Napoli Napoli Shkolnik 1302 Avenida Ponce de Leon Santurce, Puerto Rico 00907 PNapoli@NSPRLaw.com	
Scott Summy Baron & Budd, P.C. 3102 Oak Lawn Avenue, Suite 1100 Dallas, Texas 75219 ssummy@baronbudd.com	
Elizabeth A. Fegan Fegan Scott LLC 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	
/s/ *Joseph F. Rice* Joseph F. Rice Motley Rice LLC 28 Bridgeside Blvd. Mt. Pleasant, SC 29464	

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	MDL No. 2:18-mn-2873-RMG **This Document relates to:** *City of Camden, et al., v. 3M Company,* No. 2:23-cv-03147-RMG

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: All Active Public Water Systems in the United States of America that have one or more Impacted Water Sources as of June 22, 2023; **and** 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 UCMR-5, or (ii) serve more than 3,300 people.

A FEDERAL COURT APPROVED THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU WITH POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

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

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is (i) to advise you of a proposed settlement (referred to as the "Settlement") that has been reached with the defendant, 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 a.m. 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.

II. 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.

III. 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:

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

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 at www.PFASWaterSettlement.com, list all Eligible Claimants known to Interim Class Counsel and 3M's Counsel. Not all Public Water Systems are potential Settlement Class Members; specifically excluded from the Settlement Class are:

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

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

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

iv. 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;

v. 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;

vi. 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

vii. 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.

IV. 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. There will also be a Settlement website, available at www.PFASWaterSettlement.com, which will allow putative Class Members to access information about the Settlement, including Court documents and an Estimated Allocation Range Table that will allow Class Members to determine a good faith estimate of their potential award.

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 at www.PFASWaterSettlement.com. 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.

5. ***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.

6. ***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. In addition, all Settlement Class Members release any and all Claims for punitive damages.

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.

7. ***Attorney Fee/Litigation Cost and Class Representative Awards.*** The Court will determine the amounts of attorneys' fees and expenses to award to Class Counsel from the Settlement Amount for investigating the facts and law in the Action, the massive amount of litigation surrounding the Action, the trial preparations, and negotiating the proposed Settlement. Class Counsel will request 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 (www.PFASWaterSettlement.com), 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.

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

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

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 AT WWW.PFASWATERSETTLEMENT.COM.

V. 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 (e.g., each groundwater well/each surface-water source) 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/

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 are not determinable until the Claims Administrator analyzes all the Claims Forms submitted by the Claims Form deadline. The Settlement website will offer information that will allow all putative Class Members to see a good-faith estimate for an allocation range for each Impacted Water Source.

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.

VI. WHO REPRESENTS THE SETTLEMENT CLASS?

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

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

Elizabeth A. Fegan **Fegan Scott LLC** 150 S. Wacker Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mt. Pleasant, SC 29464

VII. 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.

VIII. WHAT DO YOU NEED TO DO NOW?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement Agreement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete, and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821. The deadline 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 Garretson
Wolf/Garretson LLC
P.O. Box 2806
Park City, UT 84060

Claims Administrator:

AFFF Public Water System Claims
PO 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 Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mt. 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 Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mt. 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 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.

IX. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

Before deciding whether to grant final approval to the Settlement, the Court will hold the Final Fairness Hearing in Charleston Courtroom #1, J. Waties Waring Judicial Center, 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 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.

X. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

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

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

XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

If to the Notice Administrator:

In re: Aqueous Film-Forming Foams Products
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
PO Box 4466
Baton Rouge, LA 70821

If to the Clerk of the Court:

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

If to the Special Master:

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

If to the Class Representatives, Class Counsel, or 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 Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice LLC** 28 Bridgeside Blvd. Mt. 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

XII. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or 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-RMG (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.

XIII. WHAT IMPORTANT DEADLINES 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 a.m. EST
Phase One Public Water System 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 Compensation Claims Form	1/1/2026
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

The Honorable Richard M. Gergel
UNITED STATES DISTRICT JUDGE

DATED: 9/12/2023

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	**MDL No. 2:18-mn-02873**
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	

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND COURT APPROVAL HEARING

TO: 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

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.

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

A FEDERAL COURT APPROVED THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY, AS THE PROPOSED SETTLEMENT DESCRIBED BELOW MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU WITH POTENTIAL BENEFITS. THIS IS *NOT* A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

I. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this 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 a.m. 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.

II. 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.

III. 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.[1]

IV. 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.

[1] Other capitalized terms have the meaning given those terms in the Settlement Agreement.

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.[2]
        - 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

[2] This allocation between Phase One and Phase Two is subject to adjustment by the Court.

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 AT WWW.PFASWATERSETTLEMENT.COM.

V. 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/

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.

1. ***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.

2. ***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.

3. ***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.

VI. WHO REPRESENTS THE SETTLEMENT CLASS?

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

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

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

VII. 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.

VIII. WHAT DO YOU NEED TO DO NOW?

YOU CAN PARTICIPATE IN THE SETTLEMENT. You must file a Claims Form to be eligible to receive a payment under the Settlement Agreement. You can submit your Claims Form online at www.PFASWaterSettlement.com, or you can download, complete and mail your Claims Form to the Claims Administrator at AFFF Public Water System Claims, PO Box 4466, Baton Rouge, Louisiana 70821. The deadline 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 the 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 Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice** 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, 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 the 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 Drive, 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 4, 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 4, 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.

IX. WHAT WILL HAPPEN AT THE FINAL FAIRNESS HEARING?

Before deciding whether to grant final approval to the Settlement, the Court will hold the Final Fairness Hearing in Hon. Sol Blatt, Jr., Courtroom of the U.S. Courthouse, 85 Broad Street, Charleston, South Carolina 29401, on December 14, 2023, 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 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.

X. HOW CAN YOU GET ADDITIONAL INFORMATION ABOUT THE ACTION, THE PROPOSED SETTLEMENT, THE SETTLEMENT AGREEMENT, OR THE NOTICE?

The descriptions of the Action, the Settlement, and the Settlement Agreement in this Notice

are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, the Settlement website, or online through 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 THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

XI. WHAT ARE THE ADDRESSES YOU MAY NEED?

Counsel for the 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

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 Drive, 24th Floor Chicago, IL 60606	Joseph F. Rice **Motley Rice** 28 Bridgeside Blvd. 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

XII. WHAT YOU MUST INCLUDE IN ANY DOCUMENT YOU SEND REGARDING THE ACTION.

In sending any document to the Notice Administrator, Claims Administrator, the Court, Class Counsel, or 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.

XIII. WHAT IMPORTANT DEADLINES YOU NEED TO KNOW.

Deadline Description	Deadline Date
Deadline to submit Objections	11/4/2023
Deadline to submit Requests for Exclusion	12/4/2023
Court's Final Fairness Hearing	12/14/2023 at 10:00 AM EST
Phase One Public Water System 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 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

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: [insert]

1 PPM = 1 SEC. - 11.6 DAYS

1 PPB = 1 SEC - 31.7 YEARS

DEPARTMENT OF HEALTH

memo

DATE: 7/17/23

TO: East Grand Forks

FROM: Steve Robertson
Supervisor, Source Water Protection Unit

SUBJECT: Statewide Perfluoroalkyl Substances (PFAS) Monitoring Project

Below please find your system's sampling results for the Statewide PFAS Monitoring Project. Sampling was conducted on 11/2/2022 And 1/9/2023.

Sampling results

PFAS contaminant detected	Maximum concentration (µg/L)[1]	MDH health value (µg/L)
PFBS	0.00046	0.1
PFBA	0.012	7
PFHpA	0.0013	-
PFHxA	0.001	0.2
PFOA	0.00058	0.035
6:2 FTS	0.00043	-
PFPeA	0.00092	-

All sampling results were below the available health-based guidance values for PFAS. A person drinking water at or below the guidance value would have little or no risk for health effects.

Some PFAS were detected that do not have health-based guidance values in drinking water. This is an area of active research, and scientists at Minnesota Department of Health and U.S. Environmental Protection Agency have not yet determined whether these contaminants in drinking water pose a health concern at the levels detected. As we learn more about these contaminants over time, we will let you know.

Health Risk Index (HRI) calculation

The Health Risk Index (HRI) is a calculation that takes into account the health risks of exposure to multiple PFAS. Exceedance of the HRI indicates a health concern for the combined PFAS exposure. The HRI for these samples is 0.0. A person drinking water at or below an HRI of 1 would have little or no risk for health effects.

[1] One microgram per liter is the same as one part per billion (ppb).

Next Steps

Since PFAS sampling is not required by the EPA, you are not required to include these results in your consumer confidence report (CCR). However, MDH recommends that you include them in your next CCR and can provide resources to help you give context about what these results mean.

About the project

Minnesota Department of Health (MDH) has been studying the potential health impacts of PFAS in groundwater in Minnesota since 2002. This project is part of a larger effort at MDH to sample all community water systems (CWSs) for PFAS. MDH aims to cover 90% of CWS customers under its PFAS monitoring program by 2025. The project has been made possible through funding from the Clean Water Fund and U.S. Environmental Protection Agency. Sampling results from all systems that participated in the study will be included in an interactive mapping application on the MDH website. MDH will also be providing these results to the Minnesota Pollution Control Agency to make them aware of the contamination.

- For more information about the PFAS monitoring in Minnesota, please visit PFAS Testing of Public Water Systems (https://www.health.state.mn.us/communities/environment/water/pfas.html).
- For more information about Phase I of this project, see the infosheet Statewide PFAS Monitoring Project (PDF) (https://www.health.state.mn.us/communities/environment/water/docs/statewidepfas.pdf).

If you have any questions about the results, please contact Jane de Lambert, the Project Manager, at (651)201-4692.

cc: Eric Weller, MDH District Engineer

Attachment

Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975
651-201-4700
health.drinkingwater@state.mn.us
www.health.state.mn.us

7/17/23

To obtain this information in a different format, call: 651-201-4700.

RESOLUTION NO. 23 – 11 – 77

Council Member _____, supported by Council Member _____, introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING CONTRACTS

WHEREAS, the City of East Grand Forks purchased from Border States Trophy the goods referenced in check number 41598 for a total of $16.00.

WHEREAS, Tim Riopelle, was personally interested financially in the contract, but the purchases were made because the price was as low as or lower than other local vendors.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF EAST GRAND FORKS:

1. The above mentioned purchase by the City and the claim of the vendor based thereon are confirmed and the Mayor and Clerk are directed to issue an order-check in payment of such claim on the filing of the affidavit of official interest required under Minnesota Statutes, Section 471.89.

2. It is hereby determined that the total price of $16.00 paid for such goods is as low as, or lower than, the price at which they could have been obtained elsewhere at the time the purchase was made.

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

Voting Aye:
Voting Nay:
Abstain:

The President declared the resolution passed.

Passed: November 21, 2023

Attest:

_____ _____

City Administrator President of Council

I hereby approve the foregoing resolution this 21st day of November, 2023.

_____

Mayor

AFFIDAVIT OF OFFICIAL INTEREST CLAIM

STATE OF MINNESOTA)
COUNTY OF POLK) ss
CITY OF EAST GRAND FORKS)

I, Tim Riopelle, being duly sworn states the following:

1. I am 3rd Ward Council Member of the City of East Grand Forks.

2. The City of East Grand Forks check number 41598 for a total of $16.00.

3. This resolution is passed to comply with the provisions of Minnesota Statutes, Section 471.87-89.

4. Resolution passed by unanimous vote of the council on November 21, 2023.

Affiant states further that to the best of his knowledge and belief (a) the contract price was as low as or lower than the price at which the services could be obtained from other sources.

Affiant further states that the affidavit constitutes a claim against the city for the contract price, that the claim is just and correct, and that no part thereof has been paid.

Dated: _____

_____
(Signature of Official)

Accounts Payable

Check Register Totals Only

User: mnelson
Printed: 11/16/2023 - 3:54 PM

City of East Grand Forks
P. O. Box 373
East Grand Forks, MN 56721
(218) 773-2483

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41534	11/21/2023	ABS002	Absolute Glass LLC	850.00	0
41535	11/21/2023	ABS001	Absolute Refrigeration, LLC	697.94	0
41536	11/21/2023	ACM001	Acme Electric Companies	1,925.29	0
41537	11/21/2023	ADV001	Advanced Business Methods Inc	301.28	0
41538	11/21/2023	ANY001	Anytime Plumbing	110.11	0
41539	11/21/2023	AME005	Aramark Uniform Services	455.63	0
41540	11/21/2023	AUT001	Auto Glass & Aftermarket Inc	349.00	0
41541	11/21/2023	BAL001	Balco Uniforms Co Inc	1,735.40	0
41542	11/21/2023	GFF001	Timothy Brooks	154.37	0
41543	11/21/2023	CUT003	Jacob Burris	250.00	0
41544	11/21/2023	C&R001	C&R Cleaners & Laundry	377.75	0
41545	11/21/2023	CEN006	Century Link	311.88	0
41546	11/21/2023	GFC002	City of Grand Forks	115,892.50	0
41547	11/21/2023	GFP002	City of Grand Forks	187.83	0
41548	11/21/2023	COL004	Coldspring Memorial	395.00	0
41549	11/21/2023	COL002	Cole Papers Inc	1,535.96	0
41550	11/21/2023	CMA001	Compass Minerals America Inc	20,295.60	0
41551	11/21/2023	DAK004	Dakota Supply Group	15,900.48	0
41552	11/21/2023	DAS001	Dash Medical Gloves	561.21	0
41553	11/21/2023	EAG001	Eagle Electric	1,597.64	0
41554	11/21/2023	EME001	Emergency Apparatus Maintenance In	517.82	0
41555	11/21/2023	ENV002	Environmental Equipment & Services	1,179.56	0
41556	11/21/2023	GAL003	Galstad Jensen & McCann PA	21,913.25	0
41557	11/21/2023	GER001	Gerrells Sport Center	490.00	0
41558	11/21/2023	GLO003	Global Safety Network, Inc.	84.24	0
41559	11/21/2023	GOP002	Gopher State Lawn Sprinklers	95.67	0
41560	11/21/2023	GFW001	Grand Forks Welding & Machine	207.96	0
41561	11/21/2023	H&S001	H&S Construction	130,765.00	0
41562	11/21/2023	REY001	Harbott Knutson Larson & Holten PLI	350.00	0
41563	11/21/2023	HAW001	Hawkins Chemical	2,360.41	0
41564	11/21/2023	HOM001	Home of Economy	119.98	0
41565	11/21/2023	HOM002	Homeland Health Specialists	102.00	0
41566	11/21/2023	HUG001	Hugo's	54.01	0
41567	11/21/2023	IDE001	Identisys	34.85	0
41568	11/21/2023	IND006	In-Depth Inspections LLC	17,769.35	0
41569	11/21/2023	INT013	Interstate Billing Service	88.92	0
41570	11/21/2023	JOH026	Johnson Controls	16,105.68	0
41571	11/21/2023	K&E001	K&E Construction	4,300.00	0
41572	11/21/2023	LEI001	Leighton Broadcasting	420.00	0
41573	11/21/2023	LEV001	Jill Levene	400.00	0
41574	11/21/2023	HAR086	Local Ace	56.55	0
41575	11/21/2023	HAR087	Local Ace	168.88	0
41576	11/21/2023	LUM001	Lumber Mart	42.99	0
41577	11/21/2023	MAC002	MacQueen Equipment	2,212.13	0
41578	11/21/2023	MEN001	Menards	1,192.01	0
41579	11/21/2023	MID003	Midcontinent Communications	75.42	0
41580	11/21/2023	MND003	MN Dept of Labor & Industry	100.00	0
41581	11/21/2023	MND006	MN Dept of Revenue	8,938.00	0
41582	11/21/2023	MOT002	Motorola Solutions Inc	1,027.00	0
41583	11/21/2023	NEL101	Nelson Auto	722.62	0

Check	Date	Vendor No	Vendor Name	Amount	Voucher
41584	11/21/2023	NOR006	Northdale Oil	26,067.48	0
41585	11/21/2023	ORE001	O'Reilly Automotive, Inc.	769.18	0
41586	11/21/2023	OPP001	Gregory T Opp	48,830.00	0
41587	11/21/2023	EXP002	Page 1 Publications, Inc.	179.36	0
41588	11/21/2023	PDQ001	PDQ Sanitary Services	340.00	0
41589	11/21/2023	HOU002	Damon & Bridget Pearson	185.00	0
41590	11/21/2023	PKM001	PKM Electric Cooperative, Inc	1,213.84	0
41591	11/21/2023	POM001	Pomp's Tire Service, Inc	4,049.29	0
41592	11/21/2023	POW003	Powerplan OIB	347.64	0
41593	11/21/2023	PRE001	Premium Waters Inc	23.59	0
41594	11/21/2023	TAC003	Public Safety Equipment, LLC	279.00	0
41595	11/21/2023	QUI001	Quill Corporation	320.92	0
41596	11/21/2023	RED001	Red River Snowmobile Club	954.99	0
41597	11/21/2023	RIG001	Right Choice Electric Inc	400.04	0
41598	11/21/2023	BOR002	Timothy Riopelle	16.00	0
41599	11/21/2023	RIV005	Riverview Healthcare	370.00	0
41600	11/21/2023	ZAV001	RJ Zavoral & Sons, Inc	21,692.00	0
41601	11/21/2023	SAF006	Safe Restraints Inc	1,801.12	0
41602	11/21/2023	SAF002	Safety-Kleen Systems, Inc.	975.33	0
41603	11/21/2023	SEC001	Securitas Technology Corporation	1,116.00	0
41604	11/21/2023	MIK001	SJA Thunder Corp	760.41	0
41605	11/21/2023	SMI002	Smitty's Transmission	9,098.51	0
41606	11/21/2023	SRF001	SRF Consulting Group Inc	16,613.67	0
41607	11/21/2023	SCR001	St. Cloud Refrigeration, Inc.	5,964.00	0
41608	11/21/2023	TEC001	Tecta America Corp	3,200.00	0
41609	11/21/2023	NAP001	The Amble Group, Inc	433.64	0
41610	11/21/2023	CHA001	The Chamber of EGF/GF	60.00	0
41611	11/21/2023	THU002	Thur-O-Clean	736.66	0
41612	11/21/2023	USB005	US Bank Corporate Payment System	86,886.47	0
41613	11/21/2023	VAL001	Valley Petroleum Equipment	20,857.93	0
41614	11/21/2023	VAL002	Valley Truck Parts and Services Inc.	858.34	0
41615	11/21/2023	VER001	Verizon Wireless	612.35	0
41616	11/21/2023	VIL001	Vilandre Heating & A/C	670.04	0
41617	11/21/2023	WAT001	Water & Light Department	19,515.15	0
41618	11/21/2023	E&J002	Eric Welin	4,810.00	0
41619	11/21/2023	XCE001	Xcel Energy	443.83	0
			Check Total:	657,230.95	