

Tyco Fire Products Administrator
P.O. Box 5855
Portland, OR 97228-5855

NOTICE

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF SOUTH CAROLINA

If, during the period between January 1, 1965, and December 31, 2020, you currently reside or formerly resided in or currently own or formerly owned, (i) a property with a Private Well Drinking Water Source; (ii) within the area bounded in the north by University Drive, in the south by Heath Lane, in the west by Roosevelt Road and in the east by the Bay of Green Bay, all in the Town of Peshtigo, Wisconsin; (iii) for at least one (1) year during the Class Period,

You may be eligible for a cash payment and your rights may be affected by a proposed class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

The proposed Settlement is with Tyco Fire Products LP, Chemguard Inc., and ChemDesign Products Inc., (“Defendants”) in a lawsuit alleging the contamination of Private Well Drinking Water Sources with perfluorinated chemicals (“PFAS”) in the portion of the Town of Peshtigo, Wisconsin described above (the “Class Area”). The proposed Settlement provides payments to affected current and former residents in the Class Area who owned real property in the Class Area and/or used a private well drinking water source while residing in the Class Area for (1) alleged loss of value to real property within the Class Area caused by the presence of PFAS in drinking water, (2) exposure to PFAS in drinking water, and/or (3) certain personal injuries allegedly caused by exposure to PFAS in drinking water.

The Court in charge of this case must conduct a hearing to decide whether to approve the proposed Settlement. No proceeds from the Settlement will be distributed until the Court approves the Settlement and the time for any and all appeals has expired.

Your legal rights and options—and the deadlines to exercise them—are explained in this notice. Your rights are affected whether you act or don’t act. Please read this notice carefully.

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BASIC INFORMATION

1. Why did I get this notice package?

You have received this Notice of Class Action Settlement because you have been identified as a potential member of the class on whose behalf claims will be settled, if the Court approves the proposed Settlement. The case involved in this proposed Settlement is *Campbell v. Tyco Fire Products LP, Chemguard Inc. and ChemDesign Products Inc.*, No. 2:19-cv-00422-RMG. The Court in charge of this cases is the United States District Court for the District of South Carolina, the Honorable Richard M. Gergel presiding. The people who sued are called the Plaintiffs, and the companies they sued are called the Defendants.

The claims in the case are described in greater detail on page 3. The people covered by the proposed Settlement (“the Class Members”) are individuals who, during the period between January 1, 1965, and December 31, 2020, currently reside or formerly resided in or currently own or formerly owned, (i) a property with a Private Well Drinking Water Source; (ii) within the area bounded in the north by University Drive, in the south by Heath Lane, in the west by Roosevelt Road and in the east by the Bay of Green Bay, all in the Town of Peshtigo, Wisconsin (the “Class Area”); (iii) for at least one (1) year during the Class Period.

The Court approved this notice being sent to you because you have a right to know about the proposed Settlement of this class action lawsuit, and about your options and your opportunity to object, before the Court decides whether to approve the Settlement. If the Court approves the proposed Settlement, and after any objections and appeals are resolved, the parties will proceed to fulfill their obligations in accordance with the terms of the Settlement Agreement.

2. What is this lawsuit about?

Tyco Fire Products LP owns and operates a Fire Technology Center at 2700 Industrial Parkway, in Marinette, Wisconsin and an additional facility at 1 Stanton Street in Marinette, Wisconsin, both of which are located to the north/northwest of the Class Area. This case arises from Defendants’ alleged releases of perfluorinated chemicals, including perfluorooctanoic acid (PFOA) and perfluorooctane sulfonate (PFOS), into the groundwater at the Fire Technology Center and/or the Stanton Street facility that subsequently made its way to private well drinking water sources in the Class Area. In 2018, Class Counsel filed an individual and class action lawsuit against Defendants alleging that their releases have impacted and continue to impact the private drinking water wells in the Class Area, causing loss of property value, damages related to exposure to PFAS, and certain personal injuries allegedly caused by PFAS exposure. The Court filings setting forth the Plaintiffs’ claims against the Defendants may be viewed at www.FirefightingFoamSettlement.com. That website also contains all other relevant filings in this case.

Defendants deny the allegations in this lawsuit and specifically deny and dispute the factual, scientific, medical, or other bases asserted in support of Plaintiffs’ claims, including the Class Representatives’ demands for damages related to PFAS, including PFOA and PFOS.

3. Why is this case a class action?

In a class action, one or more people, called Class Representatives sue on behalf of people who may have similar claims. All of the people represented by the Class Representatives are a “Class” or “Class Members.” One court presides over the class-wide claims that the court determines should be addressed in one proceeding for all Class Members. In this case, the Plaintiffs and Defendants have also made available a fund that can be used to provide payments to individuals who claim to have suffered certain personal injuries allegedly as a result of their exposure to PFAS in private well drinking water in the Class Area.

On January 25, 2021, U.S. District Judge Richard M. Gergel preliminarily certified the proposed class for purposes of a Class Settlement.

4. Why is there a Settlement?

The Court did not decide in favor of the Class Representatives or Defendants in this case. The Class Representatives, with the advice of Class Counsel, and Defendants have agreed to the terms of this Settlement to avoid the cost, delay, and uncertainty that would come with additional litigation and trial. The Class Representatives and Class Counsel think the Settlement is best for Class Members because it provides certain relief now. The agreement to settle is not an admission of fault by Defendants. Defendants specifically dispute the claims asserted in this case, including the claims of damages related to PFAS, including PFOA or PFOS.

WHO IS IN THE SETTLEMENT?

In order to be included in this Settlement, you must be a Class Member.

5. How do I know if I am part of the Settlement?

Judge Gergel has preliminarily certified a class which includes everyone who fits the following description:

All Persons who, during the period between January 1, 1965, and December 31, 2020, currently reside or formerly resided in or currently own or formerly owned, (i) a property with a Private Well Drinking Water Source; (ii) within the area bounded in the north by University Drive, in the south by Heath Lane, in the west by Roosevelt Road and in the east by the Bay of Green Bay, all in the Town of Peshtigo, Wisconsin; (iii) for at least one (1) year during the Class Period.

Because you have received this Notice of Class Action Settlement, you may be a member of the class described above.

6. Which companies are included?

Tyco Fire Products LP, Chemguard Inc. and ChemDesign Products Inc., all of the Defendants in this Action, are included in this proposed Settlement.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Certain provisions of the proposed Settlement are described in this notice, but the documents on file with the Court set forth the Settlement and its terms more fully. Those documents are available for you to review at www.FirefightingFoamSettlement.com. The proposed Settlement is subject to Court approval.

The Settlement provides for benefits to the Class Members to resolve the Class Claims against Defendants.

Specifically, the Settlement provides for a Total Settlement Amount of \$17.5 million, which will include attorney fees, litigation expenses, and administrative costs for this Settlement, in an amount to be determined by the Court at a later date, inclusive of common benefit fees of MDL 2873 if such fees and expenses are approved by the Court. The Total Settlement Amount (\$17,500,000) will consist of \$15 million for class action claims and \$2.5 million for individual personal injury claims. Of the total, \$11 million of the Total Settlement Amount will be used for the alleged loss of value to real property within the Class Area caused by the presence of PFAS in drinking water (“Real Property Class Damages”). A further \$4 million has been allocated for alleged harms related to exposure to PFAS in drinking water (“Exposure Class Damages”).

Finally, \$2.5 million has been allocated to those individual Class Members who can provide proof that they suffered from (1) testicular cancer; (2) kidney cancer; (3) pregnancy-induced hypertension; (4) ulcerative colitis; and/or (5) thyroid disease (the “Eligible Personal Injuries”) allegedly caused by exposure to PFAS in drinking water (“Personal Injury Damages”). Personal Injury Damages are separate and apart from the Class damages. Any monies from the Property Class Damages or Exposure Class Damages Settlement funds that are not paid to eligible Class Members or for attorney fees, litigation expenses or administrative costs of this Settlement will escheat to the State of Wisconsin.

More specific information on potential ranges of Settlement benefits available to Participating Class Members can be found on this webpage maintained by Class Counsel: www.FirefightingFoamSettlement.com.

Once the Court enters final approval, this Settlement provides that Class Members, in exchange for these class benefits, will release and agree not to sue Defendants for any and all past, present or future claims, demands, obligations, causes of action, rights, damages, costs, attorneys’ fees, loss of services, earnings or consortium, future medical expenses, expenses and compensation of any nature whatsoever, whether based on tort, contract (express, implied or otherwise), statute or any other theory of recovery, and whether for compensatory or punitive damages, that the Class Members now have or may hereafter accrue or otherwise be acquired, in any way, including those arising out of or relating to (i) the acts, omissions or events alleged in the Action, (ii) the Class Members’ alleged exposure to or consumption of PFAS, (iii) the alleged presence of PFAS in, on, or around any property owned or occupied by the Class Members, including the Class Members’ homes and drinking water wells, and (iv) the alleged presence of PFAS in the Class Members’ water supply. The Release will not, however, include latent or unknown personal injury/disease claims, including those arising from Eligible Personal Injuries, that are held by Class Members who neither opt out of nor participate in the Settlement.

Defendants deny the claims in this case. If you have questions about the proposed Settlement, please do not contact Defendants. Instead, you should contact Class Counsel at:

Paul J. Napoli, Esq.
Hunter Shkolnik, Esq.
Napoli Shkolnik
270 Munoz Rivera Ave, Ste 201
Hato Rey, PR 00918
(787) 493-5088
PNapoli@NSPRLaw.com
Hunter@NSPRLaw.com

Robert A. Bilott, Esq.
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
(513) 381-2838

8. What do I have to do to receive class benefits?

To receive the Real Property Class Damages and/or Exposure Class Damages (the “Class Damages”) you will be required to do the following by no later than 49 days after the Effective Date¹ of this Settlement (which may be as early as July 12, 2021). To claim Real Property Class Damages and/or Exposure Class Damages, as described above, you will be required to submit a sworn declaration that certifies as truthful records sufficient to demonstrate that (1) you currently reside or formerly resided in or currently own or formerly owned a residential property in the Class Area for at least one year between January 1, 1965, and December 31, 2020; and, if applicable, that (2) you drank, cooked with, bathed in, or otherwise were exposed to water supplied from a Private Well Drinking Water Source.

To claim the Personal Injury Damages you will be required to do the following by no later than 28 days after the Effective Date of this Settlement (which may be as early as June 21, 2021). To claim Personal Injury Damages, you will also need to submit an additional sworn declaration that certifies as truthful records sufficient to demonstrate that you (1) currently reside or formerly resided in a residential property in the Class Area for at least one year between January 1, 1965, and December 31, 2020, (2) drank, cooked with, bathed in, or otherwise were exposed to water supplied from a Private Well Drinking Water Source, and (3) were medically diagnosed with one or more of the Eligible Personal Injuries, with the initial diagnosis occurring more than one year after you first resided in or lived on a residential property in the Class Area.

9. Does this Settlement affect ongoing Tyco remediation measures in this area?

Tyco has separately offered or been providing an alternative source of water – such as bottled water, a Point of Entry Treatment (POET) system, a municipal water line connection, or some other permanent drinking water source – to *some* residents within a portion of the Class Area. Tyco does not currently intend to expand access to these alternative sources of water beyond the range Tyco refers to as the “Study Area,” which is smaller than the Class Area.

Tyco is negotiating separately with the Wisconsin Department of Natural Resources (WDNR) and local municipalities regarding provision of alternative sources of water. Whether any particular property within the Class Area is eligible for an alternative source of water will be addressed through these separate negotiations. This Settlement does not affect those negotiations and does not affect the alternative water sources Tyco has already offered or been providing to residents in the Study Area.

It is very important to note that all Class Members will be releasing their right to sue Defendants to obtain an alternative water source, even if the Class member does not make a claim under the Settlement. A Class Member will retain that right *only* if they formally opt out of the Settlement and forego any and all of the benefits offered under the Settlement.

This means that, if you are a Class Member who owns property outside of the Study Area, you must consider your options carefully, because there is no current commitment by Tyco to provide you with clean water. Class Members who own property with a private drinking water well that has not yet been tested for PFAS may request testing through this Settlement, and the test will be paid for by Defendants Tyco and Chemguard. These test results will not affect whether Tyco will provide an alternative water source, but may affect a Class Member’s decision whether to submit a claim or instead opt out. Please *immediately* let Class Counsel know if you want Defendants to test your private well.

¹ “Effective Date” means the date on which the time for any appeals of the Court’s Final Approval Order has expired with no appeal filed, or, in the case that any appeal is filed, the date on which all appeals are finally dismissed or decided in favor of affirming the Settlement without modification.

Please note that the timing of test results will vary depending on the timing of the request, laboratory processing times, and mailing times, which may be affected by pandemic-related delays and is not controlled by Class Counsel or Defendants.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court approved the law firms of Napoli Shkolnik PLLC and Taft Stettinius & Hollister LLP as Interim Class Counsel to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As part of the final approval of this Settlement, Class Counsel will ask the Court to approve payment of their reasonable attorneys' fees and expenses related to their work in this case.

Class Counsel will make their request for Attorneys' Fees and Expenses through a motion that will be filed with the Court prior to date of the Fairness Hearing and prior to the deadline for Class Members to file their Objections. That motion will be made available at www.FirefightingFoamSettlement.com.

The Court will determine whether the payments and the specific amounts requested at that time are appropriate. These amounts will come out of the Settlement Amount. Defendants do not oppose this request for fees and expenses.

REQUESTING EXCLUSION FROM THE CLASS ACTION SETTLEMENT

12. How do I opt out of the Settlement?

If you do not want to participate in the Settlement, you must exclude yourself by filing a written request for exclusion. If you exclude yourself, you will receive none of the Settlement benefits, but will be free to pursue on your own behalf whatever legal rights you may have. Written requests for exclusion must be signed under penalty of perjury and include the potential Class Member's name, address, and telephone number, and expressly state the desire to be excluded from the Settlement Class in *Campbell v. Tyco Fire Products LP*, No. 2:19-cv-00422-RMG. Such request must be (a) filed with the U.S. District Court Clerk, identifying this Action and its case number, postmarked on or before March 29, 2021 (which is the end of the Opt Out Period), and (b) sent by First-Class Mail to Class Counsel and Defendant's counsel and postmarked on or before March 29, 2021 (which is the end of the Opt Out Period) at the following addresses:

1) U.S. District Court Clerk:

Robin L. Blume
Clerk of Court, United States District Court for the District of South Carolina
Charleston Federal Courthouse
85 Broad Street
Charleston, SC 29401

2) Class Counsel:

Paul J. Napoli, Esq.
Hunter Shkolnik, Esq.
Napoli Shkolnik
270 Munoz Rivera Ave, Ste 201
Hato Rey, PR 00918
(787) 493-5088
PNapoli@NSPRLaw.com
Hunter@NSPRLaw.com

Robert A. Bilott, Esq.
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
(513) 381-2838

3) Counsel for Tyco Fire Products LP and Chemguard, Inc.:

Joseph G. Petrosinelli, Esq.
Liam J. Montgomery, Esq.
Williams & Connolly, LLP
725 12th Street, N.W.
Washington, DC 20005

4) Counsel for ChemDesign Products, Inc.:

J. Hayes Ryan, Esq.
Jonathan B. Blakley, Esq.
Gordon Rees Scully Mansukhani, LLP
1 N. Franklin Street, Ste. 800
Chicago, IL 60606

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court if I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. The Court will consider your views. To object, you must send a letter saying that you object to the *Campbell v. Tyco Fire Products LP* Settlement, and you must specifically state your objections. You must include your name, address, telephone number, and your signature; indicate whether you are a current or former employee, agent, or contractor of any Defendant or Class Counsel; and provide a detailed statement of the reason why you object to the Settlement. Mail the objection to the three places listed below, postmarked no later than March 29, 2021:

1) U.S. District Court Clerk:

Robin L. Blume
Clerk of Court, United States District Court for the District of South Carolina
Charleston Federal Courthouse
85 Broad Street
Charleston, SC 29401

2) Class Counsel:

Paul J. Napoli, Esq.
Hunter Shkolnik, Esq.
Napoli Shkolnik
270 Munoz Rivera Ave, Ste 201
Hato Rey, PR 00918
(787) 493-5088
PNapoli@NSPRLaw.com
Hunter@NSPRLaw.com

Robert A. Bilott, Esq.
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
(513) 381-2838

3) Counsel for Tyco Fire Products LP and Chemguard, Inc.:

Joseph G. Petrosinelli, Esq.
Liam J. Montgomery, Esq.
Williams & Connolly, LLP
725 12th Street, N.W.
Washington, DC 20005

4) Counsel for ChemDesign Products, Inc.:

J. Hayes Ryan, Esq.
Jonathan B. Blakley, Esq.
Gordon Rees Scully Mansukhani, LLP
1 N. Franklin Street, Ste. 800
Chicago, IL 60606

If you object to the Settlement and if the Court denies your objection, you shall have seven (7) days from the date of the Court's order to opt out of the Settlement following the procedure set forth above in Question 14.

THE COURT'S FAIRNESS HEARING

14. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Fairness Hearing on May 24, 2021. The Fairness Hearing may be held either by video conference (such as Zoom) or in person at the United States District Court for the District of South Carolina, 83 Meeting Street, Charleston, South Carolina 29401. Once the Court confirms the manner in which the hearing will take place (i.e. either by video conference or in person at the court house), that information will be made available on the website and/or you will be notified by Class Counsel. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also address Class Counsel's Motion for Attorney Fees and Expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

15. Do I have to attend the hearing?

You do not have to attend the Fairness Hearing. Class Counsel will answer questions Judge Gergel may have, but you are welcome to attend at your own expense. If you send an objection, you do not have to attend to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in the Fairness Hearing for *Campbell v. Tyco Fire Products LP, Chemguard Inc.* and ChemDesign Products Inc., No. 2:19-cv-00422-RMG." Be sure to include your name, address, telephone number, and your signature. Your "Notice of Intention to Appear" must be postmarked no later than March 29, 2021, and must be sent to the three addresses listed in the "Objecting to the Settlement" section of this Notice.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing at all, you will be bound by the Release of Defendants in the lawsuit as described above, with the exception of latent or unknown personal injury/disease claims, including those arising from Eligible Personal Injuries, as described earlier.

GETTING MORE INFORMATION

18. How do I get more information?

DO NOT CALL the Court or Defendants with questions about this Settlement. If you have questions about this Settlement, you should contact Class Counsel at:

Paul J. Napoli, Esq.
Hunter Shkolnik, Esq.
Napoli Shkolnik
270 Munoz Rivera Ave, Ste 201
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Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
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Additional information and documents pertaining to the Settlement can be found by visiting the website www.FirefightingFoamSettlement.com.