

LAW OFFICES  
**WILLIAMS & CONNOLLY LLP**

725 TWELFTH STREET, N.W.

WASHINGTON, D. C. 20005-5901

(202) 434-5000

FAX (202) 434-5029

EDWARD BENNETT WILLIAMS (1920-1988)  
PAUL R. CONNOLLY (1922-1978)

JOSEPH G. PETROSINELLI

(202) 434-5547

jpetrosinelli@wc.com

April 20, 2021

**SETTLEMENT COMMUNICATION PURSUANT TO FED. R. EVID. 408**

Via Email

Paul J. Napoli, Esq.  
Napoli Shkolnik, PLLC  
270 Munoz Rivera Avenue, Suite 201  
Hato Rey, Puerto Rico 00918

Re: *Campbell v. Tyco Fire Prods., LP, et al.*, Case No. 2:19-cv-00422-RMG (D.S.C.)

Dear Paul:

Several objections to the proposed Class Settlement in the above matter have been submitted. Many of the objections appear to be based, at least in part, on an interpretation of the scope of the Release that Tyco/Chemguard believe is incorrect and not intended by the Parties. Therefore, in hopes of resolving such objections, I write to confirm Tyco/Chemguard's position on certain limitations of the Release. (All capitalized terms have the meaning set forth in the Settlement Agreement, unless otherwise indicated.)


1. Some objectors expressed concern that children (ie, persons under the age of 18) could develop personal injuries in the future that they do not currently know about, and that the Release would bar claims for any such future personal injuries ("Future Personal Injury Claims"). That is not correct. Tyco/Chemguard acknowledge that any Release signed or imposed as part of the Settlement would not bar Class Members who currently are under 18 from pursuing any Future Personal Injury Claims. (Of course, Tyco/Chemguard reserve all defenses to such claims, including statute of limitations and other defenses.)
2. Some objectors expressed concern that if a Class Member does not accept or receive any money from the Settlement, the Release nonetheless would bar that Class Member from pursuing Future Personal Injury Claims. That is not correct. The Amended Settlement Agreement specifically addresses this issue in Section 4.1(e)(3), which states: "For the avoidance of doubt, a Class Member who neither opts out of nor participates in the Settlement shall not release or discharge latent or unknown personal injury/disease claims, including those arising from Eligible Personal Injuries." Again, Tyco/Chemguard reserve all defenses to such claims, including statute of limitations and other defenses.

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3. Some objectors expressed concern that the Release would bar them from receiving benefits in the future relating to any remedial actions Tyco/Chemguard might take, either by agreement or otherwise, as a result of the companies' ongoing discussions with the State of Wisconsin and the Wisconsin Department of Natural Resources ("Environmental Remedial Actions") – including, for example, payment for a municipal water line extending into the Town of Peshtigo. That is not correct. The Class Action brought by plaintiffs is a lawsuit for money damages, so that is all it covers; it has nothing to do with any Environmental Remedial Actions that Tyco/Chemguard may or may not take in the future as a result of their discussions with the State. Therefore, although the Settlement does not guarantee that Tyco/Chemguard will take any particular Environmental Remedial Action – because that is not the purpose of a lawsuit brought by private parties – the Release also would not bar any Class Member from receiving the benefits of whatever future actions Tyco/Chemguard might take based on their interactions with the State.

I hope this will clarify the scope of the Release that would be in effect as to Class Members if the Settlement is approved. Please feel free to share this letter with others as appropriate.

Sincerely,



Joseph G. Petrosinelli  
Counsel for Tyco and Chemguard