

**IN THE 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

Campbell v. Tyco Fire Products, et al., No. 2:19-
cv-00422-RMG

**PLAINTIFFS' MOTION AND MEMORANDUM OF LAW IN SUPPORT OF FINAL
APPROVAL OF SETTLEMENT AGREEMENT AND CERTIFICATION OF
SETTLEMENT CLASS**

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COME NOW, Plaintiffs, Joan Campbell and Richard Campbell, for themselves and on behalf of all others similarly situated, by and through the undersigned, pursuant to all applicable Federal law and Rules of Civil Procedure, move for an Order approving the Settlement Agreement, and states in support as follows:

INTRODUCTION

This Court previously entered a preliminary order granting the Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Certification of Settlement Class (ECF No. 1087) (the "Joint Motion"). (*See* ECF No. 1127.) Plaintiffs now move for final approval of the Settlement under Rule 23(e) of the Federal Rules of Civil Procedure and in accordance with Paragraph 3.3 and the Proposed Final Order and Judgment of Dismissal provided as Exhibit B to the Settlement.

In this Motion, Plaintiffs focus primarily on the terms of the Settlement itself and Class Notice—explaining why the Settlement remains fair, adequate, and reasonable, and why Notice was sufficient under all applicable federal rules, statutes, and principles of constitutional due process. For their part, Defendants are separately addressing some of the issues discussed herein, including why the most commonly cited objection to the Settlement—namely, that the Settlement does not itself require Defendants to provide clean water to residents or mitigate the contamination—is misguided and does not provide a basis for rejecting the fairness, adequacy, and reasonableness of this particular Settlement.

Under the circumstances of this particular case, in the context of the specific claims actually pled and at issue and the nature of the class being certified, the Settlement offers fair, reasonable, and adequate benefits to a specifically defined class of individuals who owned and/or resided in a particular geographic area during a particular time. And this is not a case in which class members

might not attend to Notice because of a small-value claim, or because they are unaware that they may be injured. Well-structured process protections, like those that have been and are being administered here, are the best means of vindicating class members' rights. Even when a court might have doubts about the benefits a class settlement confers on class members (doubts that are in no way present here), it should be less concerned if those class members have a truly effective opportunity to decide whether or not to accept the deal for themselves—as this Class has. For the further reasons set forth in the Parties' original briefs seeking preliminary approval of the Settlement and those below, the Court should certify the Class, appoint Class Counsel, and grant final approval of the Settlement.

BACKGROUND

I. History of the Litigation and Settlement

The history of the litigation was explained in the Parties' Joint Motion. In brief, Plaintiffs Joan Campbell and Richard Campbell, on behalf of themselves and the putative class, filed a class action complaint in December 2018 against Defendants for the alleged contamination of Plaintiffs' property and private water well with per- and polyfluoroalkyl substances ("PFAS"). The action was ultimately transferred to this Court as part of MDL No. 2873, *In re Aqueous Film Forming Foam Products Liability Litigation*. Plaintiffs asserted claims for relief against the Defendants regarding the alleged release, discharge, and deposit of PFAS from the Ansul Fire Technology Center in Marinette, Wisconsin, which Plaintiffs allege to have entered their and the putative Class Members' private drinking water wells and onto their respective properties.

Over a period of approximately six months, Class Counsel and Defendants conducted hard-fought, arms-length negotiations before ultimately reaching the proposed Settlement. The terms of the Settlement are described in detail in the Joint Motion. In short, it creates two Qualified

Settlement Funds totaling \$17.5 million that will provide direct payments to Eligible Claimants. (Settlement § 4.1(a) (attached to Joint Motion at Ex. 1 (ECF No. 1087-1).) One Qualified Settlement Fund of \$15 million will cover the class claims: \$11 million of that fund is allocated for the alleged loss of value to real property within the Class Area and \$4 million is allocated for alleged harms related to exposure to PFAS for those without current manifest disease. (*Id.* § 4.1(b).) The remaining \$2.5 million is allocated to a separate, non-class Qualified Settlement Fund intended to address claims of select manifested diseases on an individual basis. (*Id.* § 4.1(a).) Under the Settlement, the Settlement Administrator previously approved by the Court has full and final authority to determine the amount paid to each Eligible Claimant from either Qualified Settlement Fund, and the total settlement amount will also be used to fund administrative expenses and Class Counsel’s fees and costs. (*See id.* § 4.1(b).) Importantly, the Settlement does not release latent or unknown personal injury/disease claims, including those arising from Eligible Personal Injuries, that may be held by Class Members who neither opt out of nor participate in the Settlement. (*See id.* § 4.1(e)(3).)

Defendants have separately been negotiating with the relevant government agencies on issues relating to permanent clean water remedies within the Class Area and have been providing clean drinking water to certain residents in the Class Area while those negotiations are underway. Those efforts are described in more detail in Defendants’ Memorandum in Support of Final Approval of the Settlement (“Defs’ Mem.”),¹ including Defendants’ asserted activities in connection with spending millions of dollars providing bottled water to residents and installing water filtration systems for private residences and setting aside a further \$140 million for

¹ By referring to Defendants’ submission on this issue, Plaintiffs are not adopting or necessarily agreeing with Defendants’ characterization of the factual history of Defendants’ involvement with PFAS, the PFAS contamination at issue here, or the relative merits of the claims and defenses asserted in this case.

environmental remediation in the region. In addition, Defendants state that they are shovel ready to spend at least \$17 million on installing a water line and the necessary connections to individual homes impacted by Defendants' PFAS plume in the Class Area for clean water, regardless of whether they have detectable PFAS in their wells. On this issue, Defendants assert that all that remains is to obtain the regulatory approvals and community buy-in necessary to get the project done. (*See* Defs' Mem.); *see also* TYCO, *Frequently Asked Questions*, <https://tycomarinette.com/faqs/> (last visited May 3, 2021).

II. Notice and Responses to Date

Pursuant to the Notice Plan approved by this Court in the Preliminary Approval Order (*see* ECF No. 1127, at 10-11), the parties and the Class Notice Administrator gave direct notice of the proposed Settlement to the Settlement Class Members. Below is a summary of the administration of the Court-approved Notice Plan and responses as of April 27, 2021. (*See* Ex. A (Declaration of Matthew Garretson Regarding Implementation of Court-Ordered Notice Plan).)

1. *Administration of the Notice Plan.* The comprehensive notice campaign administered by the Class Notice Administrator included a direct notice campaign via U.S. mail; a digital notice campaign; a radio advertising campaign; a print advertising campaign in regional newspapers; and an email notice-of-claim stimulation campaign.

A direct notice was sent on March 9, 2021, by U.S. mail, to a "combined, de-duped list of approximately 631 households and 714 individuals identified on a parcel search of the Class Area conducted by Plaintiffs' Counsel and Town of Peshtigo property owner data provided by Defendants' Counsel." (*See* Ex. A. ¶ 10.) "The mailing list used in the Notice Program was over-inclusive to ensure direct notice encompassed every home in the Class Area." (*Id.* n.1.)

In addition, the digital notice campaign, “designed to reach 90 percent of the settlement class multiple times before the Opt-out Deadline,” included social media, search, and display advertising. (Ex. A ¶¶ 12-13.) Each of the digital advertisements linked to the Settlement website, affording Class Members easy access to information about the Settlement and the opportunity to submit claims online. (*See* Ex. A, App. 2.) As of the Opt-out Deadline, the Class Notice Administrator reports that it has achieved approximately 1.44 million digital impressions (an impression refers to the number of times an advertisement was seen). That includes 740,604 impressions from targeted advertising on Facebook and related platforms with a reach of 56,009 individuals (reach measures the number of people who have seen a digital advertisement at least one time); 2,243 impressions on Google Search; 343 impressions on Bing Search; and 703,525 impressions on Simpli.fi with a reach of 150,632 people. “Signal iteratively determined the best ad platforms, targeting strategies, and advertisements and optimized digital advertising campaigns accordingly.” (Ex. A ¶¶ 14-15.) Examples of select advertisements as they appeared are included in Appendix 2 to Exhibit A.

The Class Notice Administrator also ran a paid publication notice campaign, which included radio and print advertising. From March 8 to 28, 2021, a radio advertising campaign was conducted and included approximately 374 sixty-second radio spots across five FM and AM radio networks “serving Marinette County, as well as Green Bay and Menominee.” (Ex. A ¶ 17.) And from March 3 to 22, 2021, a print advertising campaign was conducted and included a series of ten print advertisements that ran in regional newspapers, including the *Eagle Herald* (4), *Peshigo Times* (3), and *Times’ Saver* (3). (Ex. A ¶ 16.) Samples of the print advertisements are included in Appendix 4 to Exhibit A.

According to the Class Notice Administrator, Facebook advertisements of the Settlement have “prove[n] especially effective at reaching putative class members.” (Ex. A ¶ 15.) “Dozens of putative claimants shared comments on the advertisements, discussing the settlement benefits, well water testing, and sharing information about community meetings about the settlement.” (*Id.* ¶ 15.) Samples of these comments are provided in Appendix 3 to Exhibit A.

After the Opt-out Deadline, the Class Notice Administrator sent an email reminder notice on April 7, 2021, “to a list of approximately 2,345 people who lived in the Town of Peshtigo at any point during the Class Period.” (Ex. A ¶ 18.) As a result of all of these notice efforts, Class Counsel have been informed that as of April 27, 2021, the claims administration Call Center has received a total of 102 calls totaling 444 minutes. And the Claims Portal (*see* Firefighting Foam Settlement, www.FirefightingFoamSettlementClaimForm.com (last visited May 3, 2021)) has received a total of 7,349 hits, with 1,857 total sessions and 85 Personal Injury claim form page hits.

2. *Claims submission.* As of April 27, 2021, a total of 243 claims already have been submitted, even though the deadline for submitting any such claims is not yet near. (Ex. A ¶¶ 6, 19.) Of those already submitted claims, 203 are property damage web claims from 114 Residents, 22 Owners, and 67 Resident & Owners. There have been 34 property damage claims already submitted by paper. And there have been 6 personal injury claims already submitted by paper (3 where the injury was not selected, 2 for thyroid disease, and 1 for kidney cancer). (*See id.* ¶ 19.)

3. *Opt outs and objections.* Out of the approximately 2,345 individuals who were identified as having resided in the class area at any point during the class period and who received Notice in some form as described above—either by direct mail, digital advertisement, radio advertisement, print advertisement, and/or email notice/claims stimulation—only 33 have opted

out of the Settlement as preliminarily approved by this Court, or approximately 1.4% of the estimated total Class. There have been 203 properly submitted objections to the Settlement, from approximately 8.7% of the Class.² Of those, 139 are current residents of 70 unique properties, and 64 are former residents, further indicating the substantial reach of the Notice Campaign.

ARGUMENT

I. The Class Should Be Certified.

The Court previously granted the Parties' Joint Motion to conditionally certify the proposed Settlement Class, pursuant to Rules 23(a) and (b)(3). Nothing has changed to alter the propriety of certification for settlement purposes, and no one has objected to certifying the class under Rule 23 or otherwise. Thus, for all the reasons previously stated in the Parties' Joint Motion, (ECF No. 1087, at 8-18), and for the reasons this Court cited in its Order preliminarily certifying the class, (ECF No. 1127), the Court should grant final certification of the Settlement Class.

II. Class Notice Satisfied Rule 23 and Constitutional Due Process.

The comprehensive notice campaign administered by the Class Notice Administrator was the "best notice . . . practicable under the circumstances, including individual notice to all members who c[ould] be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); *see also Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Rule 23 provides that "notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B). Here, the Notice campaign included all of the above, to a Class of individuals who could be reasonably identified, and stated "in plain, easily understood language" all of the required class settlement information. *See id.* 23(c)(2)(B)(i)-(vii).

² Thirty-three other objections were filed but are not properly before the Court for consideration, either because the objectors are not Class Members (*i.e.*, did not own property or reside in the Class Area during the Class Period), or failed to provide an address as required to file an objection.

As described above, the Notice campaign included a direct notice campaign via U.S. mail to an “over-inclusive” list of 631 households and approximately 714 individual Class Members in the Class Area, “to ensure direct notice encompassed every home in the Class Area.” (Ex. A n.1.) Mail notice is the standard for a class of individuals who can be identified. *Manual for Complex Litigation* § 21.311, Westlaw (4th ed., database updated May 2021) (“MCL”) (“When the names and addresses of most class members are known, notice by mail usually is preferred.”) (citing *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 356 n.22 (1978)); see, e.g., *Gray v. Talking Phone Book*, 2012 WL 12978113, at *4 (D.S.C. Aug. 13, 2012) (“direct mail notice” to the Class Members complied with Rule 23 and due process).

In addition, to ensure that notice was received by those who either would not receive that mailing or could not be reached by such mailing, the campaign also included a digital notice campaign. This included social media, search, and display advertising. “Posting notices on dedicated Internet sites, likely to be visited by class members and linked to more detailed certification information, is a useful supplement to individual notice” and is “becom[ing] increasingly useful as the percentage of the population that regularly relies on the Internet for information increases.” *MCL* § 21.311. The campaign here was “designed to reach 90 percent of the settlement class multiple times before the Opt-out Deadline.” (Ex. A ¶ 12.) And the publication notice campaign was further supplemented with radio advertising on both AM and FM channels in the region and print advertising in regional newspapers including the *Eagle Herald*, *Peshtigo Times*, and *Times’ Saver*. See *MCL* § 21.311 (“Publication in magazines, newspapers, or trade journals may be necessary if individual class members are not identifiable after reasonable effort or as a supplement to other notice efforts.”). Moreover, email notice was sent after the opt-out period to “a list of approximately 2,345 people who lived in the Town of Peshtigo at any point

during the Class Period” to ensure that they would not miss the opportunity to participate in the claims program. (Ex. A ¶ 18.)

The Notice Program complied with the standards of fairness, completeness, and neutrality required of a settlement class notice disseminated under authority of the Court. *See MCL* §§ 21.311-21.312. It very likely reached well over 90% of the class. The notice campaign that was conducted here was even more comprehensive than those that have been approved in other class settlements in this district. *See, e.g., Berry v. Wells Fargo & Co.*, 2020 WL 9311859, at *10 (D.S.C. July 29, 2020) (notice sufficient where “[c]opies of the notice were mailed directly to the last known address of over 2,500 class members” and “the notice was [also] published on the settlement website”); *Clark v. Experian Info. Sols., Inc.*, 2004 WL 256433, at *6 (D.S.C. Jan. 14, 2004), *decision clarified* (Feb. 9, 2004) (mail notice to class of over 4 million supplemented by publication notice sufficient even though nearly a quarter of the notices were returned undeliverable, because “it seems likely that the number is primarily explained by the decision to err on the side of inclusion of duplicates in the final class list”); *S.C. Nat’l Bank v. Stone*, 139 F.R.D. 335, 338 (D.S.C. 1991) (“The court finds that the class notice to the known class members was properly mailed and that the summary notice was properly published in *The Wall Street Journal*, all in accordance with the court’s [preliminary approval] instructions. Such notice constituted the best practicable notice under the circumstances and fulfilled all requirements of Rule 23 and due process of law.”). As such, for the reasons here and *infra* pp. 28-30 (responding to objections to the Class Notice), the Court should find that the Class Notice in this case satisfied all requirements of the Constitution, statute, and Rule 23 of the Federal Rules of Civil Procedure.

III. The Settlement is Fair, Adequate, and Reasonable.

Federal Rule of Civil Procedure 23(e) requires judicial approval for a settlement of claims brought as a class action. *See* Fed. R. Civ. P. 23(e) (“The claims . . . of a certified class—or a class proposed to be certified for purposes of settlement—may be settled . . . only with the court’s approval.”). The determination on approval of a proposed settlement lies within the court’s discretion. *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991). “There is a strong judicial policy in favor of settlement to conserve scarce resources that would otherwise be devoted to protracted litigation.” *Robinson v. Carolina First Bank NA*, 2019 WL 719031, at *8 (D.S.C. Feb. 14, 2019) (citing *Jiffy Lube*, 927 F.2d at 158-59); *see also Ehrheart v. Verizon Wireless*, 609 F.3d 590, 594-95 (3d Cir. 2010) (there is an “especially strong” presumption in favor of voluntary settlements “in ‘class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation’”) (quoting *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)); *South Carolina Nat’l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990) (“[S]ettlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strains such litigation imposes upon already scarce judicial resources.”) (quotation marks omitted).

Courts in the Fourth Circuit follow a “bifurcated” analysis to determine if a settlement may be approved under Rule 23(e), which entails an inquiry into both its fairness and adequacy. *See In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001) (citing *Jiffy Lube*, 927 F.2d at 158-59). To assess *fairness*, this Court reviews a negotiated class settlement to ensure that the agreement is not the product of fraud or collusion. *Jiffy Lube*, 927 F.2d at 159 (driving concern of court’s fairness inquiry is whether the proposed settlement “was reached as a result of good-faith bargaining at arm’s length, without collusion”). To evaluate the fairness of a class action

settlement, courts in the Fourth Circuit consider the following factors: “(1) the posture of the case at the time settlement was proposed, (2) the extent of discovery that had been conducted, (3) the circumstances surrounding the negotiations, and (4) the experience of counsel in the [particular type] of . . . class action litigation.” *See id.*; *see also In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 (4th Cir. 2020) (noting these “four factors for determining a settlement’s fairness”).

To determine whether the settlement is *adequate*, the Fourth Circuit has further identified the following factors to frame this Court’s inquiry: “(1) the relative strength of the plaintiffs’ case on the merits, (2) the existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial, (3) the anticipated duration and expense of additional litigation, (4) the solvency of the defendants and the likelihood of recovery on a litigated judgment, and (5) the degree of opposition to the settlement.” *Jiffy Lube*, 927 F.2d at 159; *see also In re Lumber Liquidators Chinese-Manufactured Flooring*, 952 F.3d at 484 (noting these five “factors for assessing [a settlement’s] adequacy”).

As explained below, each of the *Jiffy Lube* fairness and adequacy factors supports final approval of the Settlement.

A. The Settlement Is Fair.

Before evaluating the *Jiffy Lube* fairness factors, this Court can presume that the Settlement is fair, *i.e.*, was reached in good faith without any collusion between the parties. “Absent evidence to the contrary, the court may presume that settlement negotiations were conducted in good faith and that the resulting agreement was reached without collusion.” *Kirven v. Cent. States Health & Life Co. of Omaha*, 2015 WL 1314086, at *5 (D.S.C. Mar. 23, 2015); *Gray*, 2012 WL 12978113 (“Absent evidence to the contrary—and there is no such evidence—the Court may presume that

settlement negotiations were conducted in good faith and that the resulting agreement was reached without collusion.”); *Muhammad v. Nat’l City Mortg., Inc.*, 2008 WL 5377783, at *4 (S.D.W. Va. Dec. 19, 2008) (same) (citing Newberg on Class Actions § 11.28, at 1159 (3d ed. 1992)). No one has presented any such evidence here. Nor could anyone: As the terms of the Settlement make clear on their face, there was simply no collusion in this case.

In any event, even though there is no evidence of collusion—and thus this Court may presume that the settlement negotiations were conducted in good faith—an assessment of the *Jiffy Lube* factors as shows that there is not even a hint of “collusion among the settling parties.” *See In re NeuStar, Inc. Sec. Litig.*, 2015 WL 8484438, at *3 (E.D. Va. Dec. 8, 2015) (quoting *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 254 (E.D. Va. 2009)).

1. *The posture of the case and extent of discovery weigh in favor of finding that the Settlement is fair.*

The first two *Jiffy Lube* fairness factors—the posture of the case at the time the Settlement was proposed and the extent of discovery that had been conducted—support a finding that the Settlement is fair. Class Counsel have litigated this case as part of the overall MDL for over two years and include the Advisory Counsel and one of the court-appointed Co-Lead Counsel for all Plaintiffs in the MDL. And there has been extensive general liability discovery in this AFFF MDL that has given experienced Class Counsel a sufficient basis to evaluate the strengths and weaknesses of Plaintiffs’ claims. Courts in this District have granted final approval of class action settlements at similar and even earlier stages of the litigation, finding on the face of “filings with the court” that “inquiry was fully made to identify the policies at issues, potential class members, and amounts due and owing to each.” *See Kirven*, 2015 WL 1314086, at *5.

As Defendants note in their separate filing, there have been millions of documents produced by Defendants in this AFFF MDL amounting to tens-of-millions of pages; nearly 50

depositions have been taken, which itself required extensive deposition discovery; and Defendant Tyco has itself produced over a hundred thousand documents totaling nearly three-quarters of a million pages, answered multiple sets of interrogatories, and produced numerous responses to Defendant Fact Sheets. Moreover, Tyco and ChemDesign have produced witnesses for deposition, including Rule 30(b)(6) witnesses. (*See* Defs’ Mem.) “The extent of discovery in this case as well as the parties’ efforts in fully litigating this action demonstrate that the parties reached a settlement agreement after fully evaluating the merits of the claims and each side’s strengths and weaknesses.” *See Berry*, 2020 WL 9311859, at *4. “Objectors do not and could not take serious issue” with this assessment as to the “extensive discovery” that has been taken. *See Berry v. Schulman*, 807 F.3d 600, 614 (4th Cir. 2015). Thus, this Court should find that the posture and “extent of discovery in this case weigh[] in favor of finding the settlement is fair.” *See Berry*, 2020 WL 9311859, at *4.³

2. *The circumstances surrounding the negotiations and experience of highly qualified counsel weigh in favor of finding that the Settlement is fair.*

The second two *Jiffy Lube* fairness factors—the circumstances of the negotiations and the experience of class action counsel—also favor a finding that the Settlement is fair. As discussed in the prior Joint Motion, the Settlement is the result of extensive negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of this case. The Settlement terms here are the product of significant give and take by the Parties and were negotiated at arm’s length. Class Counsel have represented plaintiffs in numerous class actions

³ *See, e.g., Robinson v. Carolina First Bank NA*, 2019 WL 2591153, at *9 (D.S.C. June 21, 2019) (approved settlement was negotiated *prior* to filing action where parties had previously fought each other before the EEOC); *Reed v. Big Water Resort, LLC*, 2016 WL 7438449, at *6 (D.S.C. May 26, 2016) (settlement approved after two years of litigating and “informed and vigorous settlement negotiations to finalize the paperwork and procedures for the settlement”); *Kirven*, 2015 WL 1314086, at *5 (settlement approved after three years based, in part, on finding that “discovery was adequate to develop the record and ascertain the merits of the case”).

and mass tort cases and have worked diligently to negotiate a settlement allocation that is fair to the Class. Further, the Settlement Class Representatives “have common interests with the unnamed members of the class” and have “vigorously prosecute[d] the interests of the class through qualified counsel.” *Runion v. U.S. Shelter*, 98 F.R.D. 313, 317 (D.S.C. 1983).

“The opinion of class action counsel, with substantial experience in litigation of similar size and scope, is an important consideration.” *Muhammad*, 2008 WL 5377783, at *4. As already explained in the prior Joint Motion, Class Counsel have litigated and settled numerous class actions in state and federal courts, including those involving property damage, personal injury, and the exposure claims of those with PFAS water contamination, so they are well qualified to assess the strengths and weaknesses of Plaintiffs’ positions. Class Counsel fully support the Settlement, which results in fair, adequate, and reasonable cash benefits for a discrete set of individuals who are *not* giving up any future claims that might arise due to latent or unknown personal injuries they may have suffered, if they neither opt out of nor participate in the Settlement, and who were well protected by the Notice and opt-out rights provided in the Settlement. And the Settlement in no way interferes with Defendants’ work with state and local governments to pay for a permanent source of the clean water that is a concern for many of the objectors. Significant weight should be attributed to Class Counsel’s belief that the negotiated settlement is in the best interest of the Class. *See Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 & n.14 (4th Cir. 1975) (“While the opinion and recommendation of experienced counsel is not to be blindly followed by the trial court, such opinion should be given weight in evaluating the proposed settlement.”) (footnotes citing cases omitted); *see also Kirven*, 2015 WL 1314086, at *5 (same) (citing *Flinn*).

B. The Settlement Is Adequate.

The relief provided under the Settlement for present property and personal injury claims is more than adequate. It includes \$17.5 million (from which attorneys' fees, costs, and expenses will be paid) in direct cash payments to Class Members. Of that, \$11 million is set aside for Property Damage Eligible claimants; \$4 million is set aside for those who have been *exposed* to well water in the Class Area for at least a year; and \$2.5 million in non-class funds is set aside for those estimated few Class Members who have already been diagnosed with certain specified diseases. (Settlement §§ 4.1(a)-(b), (d).) These are fair and adequate sums for a relatively modest number of property owners and residents who live or lived in the Class Area during the Class Period. Taking into account all of the *Jiffy Lube* factors for determining a settlement's adequacy, *see* 927 F.2d at 159, the Settlement is adequate, especially in light of what the Settlement does *not* require the Class to give up.

1. *The Settlement was the product of good faith bargaining, at arm's length, and without collusion, which supports finding that it is adequate.*

The first *Jiffy Lube* factor—whether the Settlement was the product of good faith bargaining, at arm's length, and without collusion—overlaps with the fairness inquiry and has already been addressed. *See supra* pp. 11-14. As laid out above, good faith bargaining and the absence of collusion can be presumed in this case, and in any event, the Parties engaged in hard-fought negotiations at length and the results speak for themselves.

2. *The strengths and difficulties of Plaintiffs' case support finding the Settlement adequate.*

Courts judge “a proposed compromise by weighing the plaintiff's likelihood of success on the merits against the amount and form of the relief offered in the settlement.” *Carson v. Am. Brands, Inc.*, 450 U.S. 79, 88 n.14 (1981). Thus, the “most important factor to be considered” is “the strength of the plaintiffs' claims on the merits.” *Flinn*, 528 F.2d at 1172. “If the settlement

offer was grossly inadequate, it can be inadequate only in light of the strength of the case presented by the plaintiffs.” *Id.* (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974)) (cleaned up).

Class Counsel estimate that there are about 349 residential properties in the Class Area. And although more than half of the homes in the Class Area already have had their wells tested for PFAS, only some have had any level of PFAS detected, while most have had no PFAS levels detected at all. Thus, for a substantial number of Class Members—those who have comparatively low levels of PFAS in their wells, or (as for most) none at all—litigating their tort claims to a favorable judgment would be difficult. Named Plaintiffs are optimistic about the likelihood of ultimate success in this case, but even for a case as strong as theirs, success is not certain. And Defendants are represented by experienced counsel and undoubtedly would continue to contest liability, oppose class certification, and appeal any adverse result.

Indeed, Defendants remain steadfast in their position that they would fight Plaintiffs tooth and nail if they were required to take the case to trial. Thus, according to Defendants, this case would involve all of the usual barriers to success on the merits that class actions face. Defendants argue that Plaintiffs would have to litigate and win a class certification motion, which Defendants say they would vigorously oppose, and even if a class were certified, they say Plaintiffs would have to face extensive (and costly) case-specific class discovery, advance competent expert proof of damages across an entire class, survive summary judgment on numerous issues, survive *Daubert* motions practice, and win a trial on the merits and survive any appeal. (*See* Defs’ Mem.)

To be sure, Class Counsel are confident in the strength of Plaintiffs’ claims. And they are absolutely confident that class certification is unquestionably appropriate and warranted in this case. But they are also pragmatic in acknowledging that achieving class certification when

vigorously disputed and opposed by sophisticated counsel is never certain. Defendants claim to have numerous defenses that they have promised to pursue and assert if the case is litigated further. (*See* Defs' Mem.) And as with any action, and especially class actions, there are the risks inherent in trial and post-judgment appeal. As for the named Plaintiffs, even if they prevailed on liability issues at trial, they would still be fought by Defendants to prove both the fact and amount of damages. The likelihood of success is even further from certain for those members of the Class who have no detectable levels of PFAS in their well water or present injury. This is one reason there is an "especially strong" presumption in favor of voluntary settlements "in class actions . . . where substantial judicial resources can be conserved by avoiding formal litigation." *See Ehrheart*, 609 F.3d at 594-95; *Robinson*, 2019 WL 719031, at *8 (noting "strong judicial policy in favor of settlement" in class action context) (citing *Jiffy Lube*, 927 F.2d at 158-59).

Weighed against this, the benefits provided to the Class militate strongly in favor of finding this Settlement adequate. In 2017, the peak year for property values in the Class Area before the average began to decline, the median property value was \$108,200. *See* DATA USA, *Peshtigo, WI, Census Place*, <https://datausa.io/profile/geo/peshtigo-wi#housing> (last visited May 3, 2021). For the average claimant who currently owns property in the Class Area, those with no detectable PFAS in their well water would receive an estimate payment of \$13,000. Firefighting Foam Settlement, *Frequently Asked Questions*, <https://www.firefightingfoamsettlement.com/faqs/> (last visited May 3, 2021) ("*Payment Estimates*"). That is over 12% of the median property value as judged against the property-value peak. On the high end—for those who have a PFAS concentration of over 70 ppt in the well water supplied to their home—the estimated payment would be \$65,000, over 60% of the median home value from 2017. *Id.* And even those who sold their homes long ago—for many, long before it was publicly disclosed that PFAS was in the

groundwater of the Class Area, such that the value of their homes was purportedly not affected when they sold—the estimated payment amount would be \$4,000 to claimants. *Id.* Moreover, the Settlement Administrator has also “created a ‘Supplemental Ownership Fund’ so that, if a claimant wants *voluntarily* to submit addition information regarding property value or size”—something that is intentionally *not* required to submit an ownership claim, to keep the process as simple and easy to access as possible—the Administrator can “take that into account and award supplemental cash benefits.” (Ex. B ¶ 5.)

There is also \$4 million set aside for those Class Members who were exposed to the water for at least one year during the Class Period. (Settlement §§ 1, 4.1(b).) This too is stratified by the concentration of PFAS the claimant was exposed to. For those who formerly were exposed to well water in the Class Area for at least one year, they would get an estimated \$1,000 cash benefit that they could use to pay for any medical care and testing they may wish to pursue in response to their PFAS exposure. *Payment Estimates.* (In reality, that amount could be used for anything the claimant desires, given that it is a cash award.) And for those current residents who have been exposed to much higher levels of PFAS, that benefit goes up to an estimated payment of \$6,500. *Id.* Much like with property ownership claims, the Settlement Administrator has created a Supplemental Exposure Fund, so that “if a claimant wants *voluntarily* to submit additional information regarding length or severity of exposure to PFAS,” the Administrator “can take that into account and award supplemental cash benefits” for exposure claims as well. (Ex. B ¶ 5.) And depending on the number of claimants, the amount that each eligible claimant will receive in the end could be many times higher.

On top of all this, there is also the \$2.5 million in non-class benefits for those who have already manifested certain diseases after residing in the Class Area for at least one year. According

to the Settlement Administrator, the “amount that will be paid separate and apart from class claims for a Personal Injury Claim will depend on the number of such claims made and the types of injuries suffered.” *Payment Estimates*. Although these “amounts cannot be determined until all claims are received,” it is “likely” that “each person with an eligible Personal Injury Claim will receive *at least* \$50,000.” *Id.*

These are substantial sums that avoid having to spend many years litigating a case that a Class Member may not ultimately win. And, importantly, the Settlement Administrator attests that “these estimates are purposefully low,” because the Administrator did not “want any class member to believe they were fooled into accepting settlement, only to find that cash payment benefits were not what was promised.” (Ex. B ¶ 4.) Thus, the Administrator was “conservative with [his] published estimates.” (*Id.*)

The tiered payout structure of the cash benefit inherently reflects the relative strengths and difficulties of each potential plaintiff’s cases, which itself supports finding that the Settlement is adequate. “[W]hen real and cognizable differences exist between the likelihood of ultimate success for different plaintiffs, it is appropriate to weigh distribution of the settlement in favor of plaintiffs whose claims comprise the set that was more likely to succeed.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 589 (N.D. Ill. 2011) (quoting *In re PaineWebber Ltd. P’ships Litig.*, 171 F.R.D. 104, 133 (S.D.N.Y.), *aff’d*, 117 F.3d 721 (2d Cir. 1997)); *e.g.*, *In re Mi Windows & Doors Inc. Prod. Liab. Litig.*, 2015 WL 12850547, at *2 (D.S.C. July 22, 2015) (granting final approval to property damage class settlement that provided tiered relief depending on the extent of property damage suffered), *aff’d*, 860 F.3d 218 (4th Cir. 2017). Here, that strength is accounted for through the amount of exposure to PFAS each Class Member has had with respect to their property or person, or both. Put differently, the very structure of the Settlement—which awards more to those

who have higher levels of exposure to PFAS and would thus necessarily have a stronger argument for causation and damages—is itself a reason to find that the Settlement is adequate under the first *Jiffy Lube* factor. This is born out in other mass tort Settlements that have been approved by the courts, as noted in the Parties’ prior Joint Motion. (See ECF No. 1087, at 24-25 & n.2.)

In short, weighing “the immediacy and certainty of substantial settlement proceedings against the risks inherent in continued litigation” shows that the relief provided under the Settlement is fair, adequate, and reasonable. See *In re Mi Windows*, 2015 WL 12850547, at *12 (quoting *Brunson v. Louisiana-Pac. Corp.*, 818 F. Supp. 2d 922, 926 (D.S.C. 2011)).

3. *The anticipated duration and expense of additional litigation supports finding the Settlement adequate.*

Class Counsel have litigated this case for nearly two years within the AFFF MDL, but the MDL is still in a relatively early stage. Thus, as “recognized by Class Counsel, in a case such as this, a fully contested class action lawsuit would be expected to take significant time to resolve at the District Court level and additional time would result from any appeals.” *Robinson*, 2019 WL 2591153, at *10. And even if successfully litigated to judgment—from additional discovery, to motions practice, to trial, and to inevitable appeal by whichever side loses—maintaining this class action would require enormous expense and resources on the part of all the parties. *Id.* (“Likewise, the expenses for such a complex case, to include the completion of merits and expert discovery, class certification briefing, dispositive motions, trial, post-trial motions, and possible appeals would entail substantial expenses for all parties.”).

Relatedly, any potential plaintiff among the Class who decides to bring their own individual case would likely find their case being consolidated into the AFFF MDL and subject to its attendant delays. Even thereafter, such individual would be litigating for a favorable judgment that is not just far from certain but also likely to be many years down the line. And any such

plaintiff who chooses to proceed on their own would be up against Defendants who come to the Court well-armed with very capable attorneys and significant resources. “On the other hand, the Settlement provides significant relief for the Settlement Class,” and it does so “quickly.” *See Robinson*, 2019 WL 2591153, at *10. This *Jiffy Lube* factor “therefore weighs in favor of the adequacy of the proposed Settlement Agreement.” *See id.*

4. *The solvency of the defendant and the likelihood of recovery on a litigated judgment support the adequacy of the Settlement.*

The fourth *Jiffy Lube* factor at worst is neutral, and arguably also favors finding that the Settlement is adequate. Although Defendants have not disclosed any reason why they would be unable to pay an award, the likelihood that many of the Class Members would be able to reach a judgment in their favor is uncertain for the reasons discussed above. Thus, the question of whether they would be “likely” to recover on a litigated judgment would be no, if their ability to get a favorable judgment is far from certain to begin with.

5. *The reaction to the Settlement supports finding it adequate.*

Finally, the fifth and last *Jiffy Lube* factor—the degree of opposition to the Settlement by Class Members—also supports approving the Settlement. The reaction of class members to a proposed settlement “as expressed directly or by failure to object” is “a proper consideration for the trial court” when analyzing a class settlement. *Flinn*, 528 F.2d at 1173 (citing cases). A low number of objections or opt-outs excluding themselves from the settlement in comparison to the size of the settlement class is evidence of the adequacy of the proposed settlement. *In re The Mills Corp. Sec. Litig.*, 265 F.R.D. at 257-58.

As noted above, out of the approximately 2,345 individuals who could be identified as having resided in the Class Area at any point during the Class Period, only 33 have elected to opt out of the Settlement as preliminarily approved by this Court. That is only approximately 1.4% of

the estimated total Class—a paucity, especially when considering the size of the potential claims. And that rate of opt outs falls well within the range of the opt out rates that courts in the Fourth Circuit have found to weigh in favor of approval. *See, e.g., In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prod. Liab. Litig.*, 2018 WL 11203065, at *6 (E.D. Va. Oct. 9, 2018) (.05% opt out rate “counsels in favor of its approval”), *aff’d*, 952 F.3d 471 (4th Cir. 2020); *Kirven*, 2015 WL 1314086, at *6 (2.7% opt out rate (1 out of 37) “weighs significantly in favor” of the settlement’s adequacy); *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 474 (W.D. Va. 2011) (.04% opt out supports adequacy of the settlement).

There were 203 properly submitted objections, but that is still only about 8.7% of the estimated potential Class, and this is not the typical class action dealing with a low-value claim. It is therefore expected that a higher number of interested parties would seek to weigh in, as opposed to a settlement over an excess charge for an eBook purchase, for example. This final *Jiffy Lube* factor therefore weighs in favor of finding the Settlement adequate. In any event, the objections that have been submitted do not warrant a finding that the Settlement is unfair, inadequate, or unreasonable, for the reasons discussed below.

C. The Objections to the Settlement Do Not Indicate that the Settlement Is Unfair, Inadequate, or Unreasonable.

Out of the thousands of Class Members who received notice, 203 properly submitted objections have been filed that can be grouped into a few categories. None should prevent this Court from finding that the Settlement is fair, adequate, and reasonable.

1. Objections related to whether the Settlement should require Defendants to provide clean water and mitigate the PFAS contamination

As Defendants’ have noted in their separate filing, the most commonly raised objection is that the Settlement does not itself provide Class Members with access to a municipal water line or require Defendants to mitigate the contamination. (*See Defs’ Mem.*) Defendants explain in their

Memorandum why this objection does not merit rejection of the Settlement. The also recently clarified this point in a letter prepared for Class Members after such objections were received, which is attached hereto at Exhibit C. (*See* Ex. C ¶ 3 (noting that objections are “not correct” that “the Release would bar [Class Members] 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 . . . including, for example, payment for a municipal water line extending into the Town of Peshtigo”).)

As set forth earlier, the very reason that the Settlement provides that it “will not affect the ability of eligible households to be connected to a municipal water line or other permanent drinking water remediation measure” is because it *expressly contemplates* that “Tyco is separately providing” for such remedial measures through separate negotiations and agreements being made “in cooperation with the Wisconsin Department of Natural Resources.” (Settlement ¶ 5.4.) As noted above, Defendant Tyco has set aside \$140 million to address PFAS remedial activities in the area, which is in addition to the millions it states it has already spent for bottled water and in-home water treatment systems in the Class Area. (*See* Defs’ Mem.) It is no small feat to change the infrastructure system of a geographic area like that impacted by Defendants’ PFAS plume within the Class Area. And given that these efforts are already underway, the Settlement itself is not unfair, inadequate, or unreasonable for failing to also require this of Defendants. Indeed, arguments have been made that doing so could actually undermine those efforts, which require the involvement of state and local governments and buy in from the community members as well.

2. *Objections related to the amount of Settlement funds*

Some objectors argue that the Settlement is inadequate because it allegedly does not provide enough money to claimants—either for their property damage, for their exposure, or for their personal injuries.

For the reasons set forth *supra* pp. 14-22, the amounts Class Counsel were able to negotiate are fair, adequate, and reasonable—especially at this early stage in the litigation. Foregoing those benefits now would be a great disservice to the Class, especially the hundreds who already have submitted claims for benefits.

The “nature of a settlement is a give-and-take,” in which some potential rewards are “exchanged for a certain reward now.” *In re Thornburg Mortg., Inc. Sec. Litig.*, 912 F. Supp. 2d 1178, 1245 (D.N.M. 2012); *see Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 125 (8th Cir. 1975) (“Given the additional fact that any compromise involves some give and take by both sides, we feel that the district court’s approval of this settlement was justified.”). Thus,

[t]he dollar amount of [a] settlement by itself is not decisive in the fairness determination. The fact that the settlement amount may equal but a fraction of potential recovery does not render the settlement inadequate. Dollar amounts are judged not in comparison with the possible recovery in the best of all possible worlds, but rather in light of the strengths and weaknesses of plaintiffs’ case.

In re Agent Orange Prod. Liab. Litig., 597 F. Supp. 740, 762 (E.D.N.Y. 1984), *aff’d*, 818 F.2d 145 (2d Cir. 1987) (citing *Flinn*, 528 F.2d at 1172-73; *Grinnell Corp.*, 495 F.2d at 455). “There is no reason,” as another court in this District has previously quoted, “why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery.” *Stone*, 749 F. Supp. at 427 (quoting *Grinnell Corp.*, 495 F.2d at 455).

The \$17.5 million for the Class here is not insignificant, and this Court should not reject the Settlement on the basis that the amount is inadequate. By way of comparison, the Fourth Circuit recently affirmed a district court’s approval of a Settlement over products that allegedly caused

cancer, which included funds that, on a per-class-member basis, resulted in far less money for the class. In *In re Lumber Liquidators Chinese-Manufactured Flooring*, plaintiffs sought to resolve the claims of “more than 760,000 customers” over the defendant’s “sale of allegedly dangerous and defective laminate flooring” that “release[d] dangerous amounts of formaldehyde gas into the air.” 952 F.3d at 476-77. Those plaintiffs claimed that “short-term exposure to formaldehyde causes eye, nose, throat, and skin irritation, plus coughing, headaches, and nausea, and that long-term exposure to formaldehyde increases the risk of developing cancer.” *Id.* at 477. Ultimately, the district court approved a settlement that released all claims by over 760,000 individuals in exchange for \$22 million in cash and vouchers with a face value of \$14 million. *Id.* at 477-78. Even if the value of the vouchers were included, that would be an average of about \$47 per class member. And yet, in the face of “Objectors’ arguments against the Settlement Approval Order” as inadequate, the Fourth Circuit was “satisfied [that the objections] lack[ed] merit.” *Id.* at 483.

The related objections to the way in which the Settlement Administrator intends to distribute the funds in tiers based on the level of PFAS in a claimant’s well water also are not persuasive. As noted above, “when real and cognizable differences exist between the likelihood of ultimate success for different plaintiffs, it is appropriate to weigh distribution of the settlement in favor of plaintiffs whose claims comprise the set that was more likely to succeed.” *Schulte*, 805 F. Supp. 2d at 589 (quotation marks omitted). As contemplated in the Settlement, the Settlement Administrator has provided that the “amount that will be paid for a Property Ownership Claim will depend on: (1) whether the claimant owns the Property now[] or owned it in the past; and (2) the amount of PFAS in the drinking-water well at the Property.” *Payment Estimates*. And with that rubric in mind, the Administrator conservatively estimates that payouts will be distributed as follows: \$4,000 for former property owners; \$13,000 for current owners with water that has no

detectible or unknown levels of PFAS; \$26,000 for current owners with water that has PFAS concentration of 1 to 19 ppt in their water; \$36,000 for current owners with water that has PFAS concentration of 20 to 69 ppt in their water; and \$65,000 for current owners with water that has PFAS concentration of over 70 ppt in their water. *Id.*

The Settlement Administrator also provides, as contemplated by the Settlement, that the “amount that will be paid for an Exposure Claim will depend on: (1) whether the claimant resides at the Property now, or in the past; and (2) the amount of PFAS in the drinking-water well at the Property.” *Payment Estimates*. Using the same PFAS concentration levels as for Property Ownership Claims, the Settlement Administrator estimates that *every individual* with a valid Exposure Claim (*e.g.*, each of four individuals in a four-person household), would receive cash payouts as follows: \$1,000 for former residents; \$1,300 for current residents with water that has no detectible or unknown levels of PFAS; \$2,6000 for current residents with water that has PFAS concentration of 1 to 19 ppt in their water; \$3,600 for current residents with water that has PFAS concentration of 20 to 69 ppt in their water; and \$6,500 for current residents with water that has PFAS concentration of over 70 ppt in their water. Finally, non-class Personal Injury Claims will also “depend on the number of such claims made and the types of injuries suffered,” averaging “at least \$50,000.” *Id.*

Again, the Settlement Administrator was “purposefully conservative” with the published estimates. (Ex. B ¶ 4.) Thus, the amount awarded to each eligible Class Member is likely to be higher. And aside from the payment matrix applicable to Class Members—which “allocate[s] funds to claimants proportionate to their harm” while “mak[ing] the claims process as simple as possible”—the Administrator has additionally created supplemental funds for both ownership and exposure claims, for those who wish to voluntarily submit additional information regarding

property value or size and length or severity of exposure to PFAS because they believe they are entitled to additional funds above what is provided in the matrix. (Ex. B ¶ 5.) That is a fair, adequate, and reasonable way to administer the cash benefits provided in the Settlement. If objectors do not like it, that does not mean the Settlement itself should be rejected—the objectors have the option to opt out.

3. *Objections related to unknown future disease*

A number of objectors have claimed that the Settlement should be rejected because Class Members do not yet know whether they will suffer a disease in the future due to their exposure to PFAS, or that the Settlement fails to take into account future health. Those claims do not support rejection of this Settlement.

First, the Settlement *does* take into account “future health,” by providing a benefit to those who have been exposed to PFAS but have not yet been diagnosed with certain diseases—with \$4 million in cash payments allocated to Class Members who drank, cooked with, bathed in, or otherwise were exposed to water supplied from a Private Well Drinking Water Source for at least one year during the Class Period. (Settlement § 1.1 (“Individual Exposure Eligible Claimant”); *id.* § 4.1(b).)

Second, the Settlement expressly does *not* release claims for diseases that have not yet manifested for those who neither participate in nor opt out of the Settlement. “Specifically excluded” from the definition of “Released Claims” are “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.” (Settlement § 1 (“Released Claims”) (emphasis added).) In other words, if a Class Member later develops a disease that they claim is related to their exposure to PFAS from Defendants, they would not be barred from pursuing such claim on an individual basis at that time—even if it is for the type of injury expressly contemplated

in the Settlement. (*See also* Ex. C ¶ 2 (Defendants’ supplemental communication noting that objectors are “not correct” 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”) (citing Settlement § 4.1(e)(3)). The only way such future disease claim would be released is if the Class Member affirmatively *chooses* to participate in the Settlement claims process. Objectors should not complain that they cannot *both* take the money now under the Settlement *and also* preserve potential claims for disease that might later develop. That is the basic compromise and deal in settlements like this, which every Class Member has the right and ability to weigh and decide whether to accept.

But unlike those other, similar resolutions, this is a particularly uncommon term, preserving the potential for Class Members who do not opt out to still bring a claim in the future if a disease later develops, so long as they don’t participate in the Settlement claims process. In other words, if this Settlement is approved, Class Members who do not opt out will *still* not be releasing such future latent disease claims, unless and until they decide to receive cash benefits through the Settlement claims process. The deadline for that is 49 days from final approval. So contrary to other objections that those deadlines are “unfair,” there is substantial time for Class Members to weigh the risk that they might later develop a disease against the benefit of participating in the Settlement benefits now.

Relatedly, some objectors expressed concern that those 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. But as Defendants also acknowledge in their recent supplemental communication, “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.” (Ex. C ¶ 1.)

4. *Objections related to the Notice*

Some objectors argued that they did not receive notice. Yet the mere fact of their objection belies that contention, and, on the contrary, is a good indication that Notice was indeed effectively distributed to potential Class Members. A few argued that they did not receive notice in their preferred format (for example, because they saw an advertisement on Facebook rather than receiving Notice by first class mail, and then had to click a link to learn about the terms), that the notice was confusing, or that it was otherwise inadequate or lacked required information. For the reasons that the Court previously approved the Notice plan and as described below, these objections are without merit.

The Notice Program was designed to reach every potential Class Member, and as set forth *supra* pp. 7-9, did so beyond any reasonable objection. And the Notice was clear and concise, and more than adequate in describing the rights and obligations of the Settlement to the Class, as evidenced by the filed objections themselves. Thus far, 234 claims for benefits already have been submitted, by current and former owners and residents. There have been 33 opt outs. And there have been 203 properly submitted objections—139 from the current residents of 70 unique properties, and 64 from former residents—all objecting to specific provisions of the Settlement. Clearly, the Notice Plan not only succeeded in reaching the Class, but it also accurately and comprehensibly conveyed its terms and how to either partake in its benefits or opt out/object.

In other words, the proposed Class Notice informed Settlement Class Members of the substantive terms of the Settlement. It advised Class Members of their options for remaining part of the Settlement Class, for objecting to the Settlement or Class Counsel’s attorneys’ fee and expense application, for opting out of the Settlement, and for how to obtain additional information

about the Settlement. This Court should find that administration of the Class Notice comported with Rule 23 and the Constitution. *See, e.g., Berry*, 2020 WL 9311859, at *9 (“The Court finds Zack’s argument is without merit and that the content of the notice was adequate. The notice sent in this case provided: (i) an explanation of the nature of the class action and the claims asserted; (ii) the definition of the settlement class; (iii) the amount of the settlement; (iv) an explanation of why the parties are proposing the settlement; (v) the attorneys’ fees and expenses sought; (vi) a description of class members’ right to object to the settlement, the plan of allocation, the requested attorneys’ fees or expenses, or the case contribution award; (vii) notice of the binding effect of a judgment on class members. In this regard, the notice has more than adequately ‘apprised the prospective members of the class terms of the proposed settlement.’”) (quoting *Maier v. Zapata Corp.*, 714 F.2d 436, 451 (5th Cir. 1983)).

5. *Other objections*

As Defendants also separately note, the remaining objections do not undermine confidence in the Settlement’s fairness, adequacy, and reasonableness. The remaining objections generally encompass individual Class Members simply wishing that other terms had been included, or that the terms that are in there should have been different. But this is not a reason to find that the Settlement is unfair, inadequate, or unreasonable. Rather, these are simply reasons that those objectors should opt out if they think those issues outweigh the offered Settlement benefits—which objectors are still permitted to do after the Court rules on the fairness of this Settlement.

For example, some objectors argue that property owners should be given different awards based not only on PFAS contamination, but also property size and value. But as noted above, the Settlement Administrator has already created supplemental funds to be used to ensure that the tiered structure of claim value is even more finely tailored to redress class members for their specific circumstances. (Ex. B ¶ 5.) This concern has thus already been accounted for.

Others dislike the requirement that certain medical or other personally identifying information be included in the claims process. Others still wish that the Settlement included terms for potential liability as a business owner, free blood testing, personal injury recovery for diseases other than those listed (such as prostate cancer, hepatitis, and multiple sclerosis), and benefits for harm to animals. Finally, some argue that the Settlement did not provide enough time to object, opt out, or otherwise evaluate the merits of the Settlement, or that Settling now is premature.

As all the above makes clear, none warrants against a finding that the Settlement is fair, adequate, and reasonable. Again, the “nature of a settlement is a give-and-take,” in which some potential rewards are “exchanged for a certain reward now.” *In re Thornburg Mortg., Inc. Sec. Litig.*, 912 F. Supp. 2d at 1245. The Settlement provides substantial relief to the Class, and it does so without the time and expense of continuing to litigate, which would require years and potentially decades. The Settlement is not unfair, inadequate, or unreasonable merely because its hard-fought terms, negotiated in a give-and-take that involved compromise by both sides, did not include every single term that objectors wished were included or provide the very best relief conceivable for every Class Member as though they had each won on every claim at trial.

Rather, for those who wish the relief had been differently tailored or that other terms should have been included, they maintain—as in every Rule 23(b)(3) class action—the right opt out. Fundamentally, the process protections for the Class should convince this Court that the Settlement should be approved. The Settlement Class is a clearly defined class of individuals who own and/or reside or owned and/or resided in a particular geographic area at a particular time, and who were thus readily identifiable and readily reachable with Class Notice. And the Notice Program was laudably administered by the Class Notice Administrator—reaching essentially every potential Class Member that owned and/or resided in the Class Area during the relevant time.

Well-structured process protections are the best means of vindicating class members' rights. In this case, the terms of the Settlement alone merit a finding of fairness, adequacy, and reasonableness. But if the Court harbors any doubts about that, it should be less concerned where—as here—class members truly had an effective opportunity to decide whether or not to accept the deal. Objectors have every right to reject every term of this Settlement that they don't like, as a few others already have—by simply opting out. This Court should not allow them to destroy the Settlement for those who wish to partake in its terms rather than exercising their right to opt out—such as the hundreds who already have submitted claims for compensation under the terms of this Settlement.

CONCLUSION

For all the reasons set forth above and in the Parties' prior Joint Motion, this Court should enter a final order certifying the settlement class and approving the Settlement.

Dated: May 3, 2021

Respectfully submitted,

Robert A. Bilott, Esq.
TAFT STETTINIUS & HOLLISTER LLP
425 Walnut Street, Suite 1800
Cincinnati, OH 45202-3957
(513) 381-2838
bilott@taftlaw.com

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

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on May 3, 2021, the foregoing was electronically filed with the Clerk of the Court using the CM/ECF system which will send notification of such filing upon counsel of record.

Dated: May 3, 2021

/s/ Patrick J. Lanciotti

EXHIBIT A

**IN THE 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-mm-2873-RMG

This Document relates to
Campbell v. Tyco Fire Products LP et al.,
No. 2:19-cv-00422-RMG

DECLARATION OF MATTHEW GARRETSON
REGARDING IMPLEMENTATION OF
COURT-ORDERED NOTICE PLAN

1. The purpose of this declaration is to provide a report to the Court regarding administration of the Notice Program in this matter and attest that the activities of the Class Notice Administrator have been executed in accordance with The Agreed Order Preliminarily Approving Class Action Settlement and Certifying the Settlement Class.

2. I attest that execution of the Notice Plan has also been consistent with the guidelines issued by the Federal Judicial Center; in the Manual for Complex Litigation (4th. Ed.), and the "Duke Standards" relating to the means, format, and contents of settlement notice. *See* Bolch Judicial Institute, Duke Law School, *Guidelines and Best Practices Implementing 2018 Amendments to Rule 23 Class*

Action Settlement Provisions (August 2018).

3. Finally, as a practical matter, the approach to Notice reflects contemporary best practices in the field of consumer outreach, notice, and advertising across contemporary digital and traditional media.

Foundation of Declaration

4. I am a co-founder of Signal Interactive Media, LLC (Signal), the Court-appointed Notice Provider in connection with the proposed settlement in this case. I make this Declaration based upon my personal knowledge, information provided to me by my associates and staff in the ordinary course of business, and information reasonably relied upon by experts in the fields of advertising media and communications.

5. I have collaborated closely with the Court-appointed Settlement Administrator concerning settlement notice and administration in this matter. The scope of this declaration includes notice activities conducted by Signal and other claims administration activities overseen by me in my capacity of Class Notice Administrator.

The Opt-out Deadline

6. For context, in its Order preliminarily approving the Settlement, the Court established that the deadline for opting-out of the Settlement was March 29,

2020; the last day that Settlement Class members may submit a Claim Form for Personal Injury Damages may be as early as June 21, 2021; and the last day that Settlement Class Member may submit a Claim Form for Real Property and/or Exposure Class Damages may be as soon as July 12, 2021.

7. As described on the following pages, the notice activities that have been completed prior to date were designed to meet and exceed all requirements of Rule 23 and Constitutional Due Process.

8. The Class Notice Administrator will supervise the continued administration of notice activities through the date of the Final Approval Hearing on May 24, 2021, and beyond, with digital publication notice via digital and traditional media continuing in advance of the deadlines to submit claims for Personal Injury and Real Property and/or Exposure Class Damage Payments.

Notice Plan Activities Completed

9. The Notice Plan encompassed (a) individual direct notice via U.S. mail to property owners and residents in and around the Class Area; (b) a digital notice campaign targeted to reach 90 percent of all class members before the Opt-Out Deadline and with additional impressions during the remainder of the Notice Program; (c) continuation of the digital campaign until the date of the Final Approval Hearing and in advance of the deadlines to file a claim for Personal Injury or Real

Property and/or Exposure Damage Payments; (d) a radio advertising campaign; (e) a series of paid advertisements in regional newspapers to reach class members who are less likely to use email or the Internet; and (f) an email campaign to stimulate claims after the Opt-Out Deadline.

Details of Direct Mail Notice

10. Pursuant to the Order preliminarily approving the Settlement, the Notice Program included Notice by Mail. Mailed notice was delivered to a combined, de-duped list of approximately 631 households and 714 individuals identified on a parcel search of the Class Area conducted by Plaintiffs' Counsel and Town of Peshtigo property owner data provided by Defendants' Counsel.¹

11. A copy of the long form notice and claim forms are provided as Appendix 1.

Digital Notice

12. The Notice Program included a digital advertising campaign, designed to reach 90 percent of the settlement class multiple times before the Opt-out Deadline. Only ads that were approved by the parties were tested or published. Each of the ads linked to the settlement website, affording class members easy access to information about the settlement and the opportunity to submit claims online.

¹ The mailing list used in the Notice Program was over-inclusive to ensure direct notice encompassed every home in the Class Area.

13. Signal administered digital advertising via social media (Facebook and Instagram), Google and Bing Search, and location-targeted display platforms (Simpli.fi). Examples of select ads as they appeared can be seen in Appendix 2.

14. Signal has achieved 1.44 million digital impressions on or before the Opt-out Deadline – 740,604 impressions on Facebook and related platforms with a reach of 56,009 people; 2,243 impressions on Google Search; 343 impressions on Bing Search; and 703,525 impressions on Simpli.fi with a reach of 150,632 people. Signal iteratively determined the best ad platforms, targeting strategies, and advertisements and optimized digital advertising campaigns accordingly.

15. Facebook advertisements of the settlement proved especially effective at reaching putative class members. Dozens of putative claimants shared comments on the advertisements, discussing the settlement benefits, well water testing, and sharing information about community meetings about the settlement. Samples of these comments are provided in Appendix 3.

Paid Publication Notice

16. In accordance with the Notice Program, Signal placed a series of print advertisements of the Settlement in regional newspapers. Four half-page advertisements were placed in *Eagle Herald* on March 5, March 10, March 14, and

March 21. Three half-page advertisements were placed in *Peshtigo Times* on March 3, March 10, and March 17. Three half-page advertisements were placed in Times' Saver on March 8, March 15, and March 22. Samples of the print advertisements are included in Appendix 4.

17. In accordance with the Notice Program, Signal executed a radio campaign advertising the Settlement. The radio program began on March 8, 2021 and concluded on March 28, 2021. Radio ads were delivered in markets serving Marinette County, as well as Green Bay and Menominee. Approximately 374 sixty-second radio spots were delivered across five FM and AM radio networks.

Email Campaign

18. Following the Opt-Out deadline, reminder notice was emailed to putative class members to stimulate claims. Reminder email notice was delivered on April 7, 2021, to a list of approximately 2,345 people who lived in the Town of Peshtigo at any point during the Class Period. Only subject lines and email language approved by the Parties was used in the email campaign.

Claims Rates

19. To date, 272 claims have been received, including 264 claims for Real Property and/or Exposure Class Damages, and 8 claims for Personal Injury Damages.

Conclusion

20. The Notice Program has effectively reached the settlement class; increased class members' awareness of the settlement, their options, and the benefits available to them; delivered the best notice practicable under the circumstances; and thus satisfied due process and the requirements of Rule 23.

21. I declare under penalty of perjury, under the laws of the United States of America, that the foregoing is true and correct.

Signed on May 3, 2021 in Park City, Utah:

A handwritten signature in black ink, appearing to read "Matthew J. Garretson", with a long horizontal flourish extending to the right.

Matt Garretson

Appendix 1

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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why did I get this notice package?
2. What is this lawsuit about?
3. Why is this case a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT? PAGE 4

5. How do I know if I am part of the Settlement?
6. Which companies are included?

THE SETTLEMENT BENEFITS PAGE 4-5

7. What does the Settlement provide?
8. What do I have to do to receive class benefits?
9. Does this Settlement affect ongoing Tyco remediation measures in this area?

THE LAWYERS REPRESENTING YOU PAGE 5

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?

REQUESTING EXCLUSION FROM THE CLASS ACTION SETTLEMENT PAGE 6

12. How do I opt out of the Settlement?

OBJECTING TO THE SETTLEMENT PAGE 7

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

THE COURT'S FAIRNESS HEARING PAGE 7-8

14. When and where will the Court decide whether to approve the Settlement?
15. Do I have to attend the hearing?
16. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

17. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 8

18. How do I get more information?

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.FirefightingFoilSettlement.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.FirefightingFoilSettlement.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
770 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
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

Additional information and documents pertaining to the Settlement can be found by visiting the website
www.FirefightingFoamSettlement.com.

Proof of Personal Injury Claim

Tyco Fire Products

I. INSTRUCTIONS

To recover for Personal Injury Damages based on your claims in or related to the action entitled *Campbell v. Tyco Fire Products LP et al.*, No. 2:19-cv-00422-RMG (the "Litigation"), you must complete and, on page 7 and 9, sign this Proof of Personal Injury Claim Form. **FAILURE TO SIGN MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.** If you fail to submit a timely and properly addressed Claim Form, your claim may be rejected and you may not receive any recovery from the Personal Injury Qualified Settlement Fund created in connection with the proposed settlement. Submission of this Claim Form, however, does not assure you will share in the proceeds of the settlement of the Litigation.

THE PROOF OF PERSONAL INJURY CLAIM FORM DEADLINE MAY BE AS SOON AS JUNE 21, 2021.¹ YOU MUST SUBMIT YOUR COMPLETED AND SIGNED PROOF OF PERSONAL INJURY CLAIM FORM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, BY MAIL TO P.O. Box 5855, Portland, OR 97228-5855, OR BY EMAIL TO CLAIMS@FIREFIGHTINGFOAMSETTLEMENTCLAIMFORM.COM, OR ONLINE, WITH A POSTMARK DATE (FOR MAIL) OR TRANSMISSION DATE (FOR EMAIL), NO LATER THAN THIS DEADLINE.

You are an eligible claimant if: (i) during the period between January 1, 1965 and December 31, 2020 (the "Relevant Period"), (ii) you resided in or owned, (iii) a property with a Private Well Drinking-Water Source, (iv) 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 [also called the "Class Area"] (v) for at least one year.

If you are an eligible claimant and were medically diagnosed with one or more of: (i) testicular cancer; (ii) kidney cancer; (iii) pregnancy-induced hypertension; (iv) ulcerative colitis; or (v) thyroid disease (the "Eligible Personal Injuries"), with the initial diagnosis occurring more than one year after you first resided or lived on a residential property in the Class Area, you may be eligible to receive Personal Injury Damages.

If the Settlement Administrator determines that you are an eligible claimant, you will receive notification from the Settlement Administrator about the amount of your award. Thereafter, you will have 28 days from the date of that notification to sign a Release which the Settlement Administrator will send to you with the notification of your award. The Settlement Administrator will not release any payment for personal injury awards to any eligible claimant without first receiving a properly executed Release.

Please note that if you are claiming Property Damages or Exposure Damages (which are different than claims for Personal Injury Damages) you must file a separate Property Damage and Exposure Damage Claim Form that can be found in the Important Document section of the settlement website.

¹ The Claim Form Deadline for Personal Injury is 28 Days after the Effective Date of the Settlement. For more information about the timing of the Effective Date, please see the Long Form Class Notice in the "Important Documents" section of the website (www.firefightingfoamsettlement.com).

Use Part I of this form entitled "Claimant Identification" to identify yourself and your current contact information. **A SEPARATE CLAIM FORM MUST BE FILED BY EACH PERSONAL INJURY CLAIMANT OR THE LEGAL REPRESENTATIVE OF SUCH PERSONAL INJURY CLAIMANT UPON WHICH THIS CLAIM IS BASED.**

Executors, administrators, guardians, conservators, and trustees must complete and sign this Claim Form on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the claimant may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

Your responses to this Claim Form will be kept confidential and will only be used to administer benefits in this settlement. When completing this Claim Form, refer to the Frequently Asked Questions "FAQ" on the website, which contains detailed instructions and helpful definitions for completing and submitting the Claim Form.

II. How would you like us to contact you?

We will use this information to determine the best way to contact you regarding your benefits and to obtain any needed additional information.

1. I want to receive all future communications from the Administrator in the following language (check only one):

- English
- Spanish

2. I want to receive all future communications from the Administrator in the following manner (check only one):

- E-Mail
- Mail

III. Claimant Information

A separate Claim Form must be filed by **each** individual claiming Personal Injury Damages. We will use this information to contact you regarding your eligibility for benefits and to obtain additional information if needed. If any of the following information changes, you must promptly notify us by e-mail at claims@firefightingfoamsettlementclaimform.com.

Name (Required):	First	Middle	Last
Current Street Address (Required):	Street Address		
	Apt. No.		

	City
	State or Province
	Zip or Postal Code
	Country
Telephone Number (work)	
Telephone Number (home or mobile)	
Email Address:	
Social Security Number (Required):	
Date of Birth (Required):	

IV. Representative Information

Complete this section ONLY if you are registering as the authorized representative of someone else who is an eligible claimant. Representatives may include legal guardians of minor claimants, representatives of estates of deceased claimants, or representatives of legally incompetent claimants. If you complete this section, all communications from the Administrator will be directed to you as the authorized representative of the claimant.

Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the claimant may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If any of the following information changes, you must promptly notify us by e-mail at claims@firefightingfoamsettlementclaimform.com.

Check all that apply to the claimant for whom you are an authorized representative	<input type="checkbox"/> Minor		
	<input type="checkbox"/> Person Lacking Capacity or Incompetent Person		
<input type="checkbox"/> Deceased Person			
Relationship to claimant (e.g. family member)			
Representative Name (Required):	First	Middle Initial	Last

Street Address (Required):	Street Address
	Apt. No.
	City
	State or Province
	Zip or Postal Code
	Country
Phone Number:	
Email Address:	
Documentation Required for Authorized Representatives	Identify the authority giving you, the authorized representative, the right to act on behalf of the claimant identified in this Claim Form. You must provide copies of documentation verifying your authority to act, such as a power of attorney or a court order stating your authority to act, or if no such documents are available, documents establishing your legal relationship to the claimant identified in this Claim Form.

V. Attorney Information			
Complete this section ONLY if you are represented by an attorney in connection with your claim. If you complete this section, all communications from the Administrator will be directed to the attorney you identify below, unless your attorney instructs the Administrator otherwise in writing. If any of the following information changes, you must promptly notify us by e-mail at claims@firefightingfoamsettlementclaimform.com .			
Law Firm Name:			
Attorney Name:	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">First</td> <td style="width: 50%;">Last</td> </tr> </table>	First	Last
First	Last		
Law Firm Mailing Address (Required):	Street Address		
	No.		
	City		
	State or Province		
	Zip or Postal Code		
	Country		

Attorney Phone Number:	
Attorney Email Address:	

VI. Personal Injury

If 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, 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: (1) testicular cancer; (2) kidney cancer; (3) pregnancy-induced hypertension; (4) ulcerative colitis; or (5) thyroid disease (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, please provide the following information:

1. Do you currently reside or did you formerly reside in a residential property in the Class Area (the "Property") for at least one year between January 1, 1965 and December 31, 2020?

Yes

No

2. Did the Property utilize a Private Well Drinking Water Source for at least one year while you resided there?

Yes

No

3. Please provide the property address within the Class Area where you resided for at least one (1) year during the Relevant Period.

Residence Street Address	Street Address
	Apt. No.
	City
	State or Province
	Zip or Postal Code

4. Did you drink, cook with, bath in, or otherwise experience exposure to water supplied from a Private Well Drinking Water Source at the Property for at least one (1) year during the Relevant Period?

Yes

<input type="checkbox"/> No	
5. You are required to submit copies of documents to demonstrate your residency in the Class Area.	
Proof Requirements FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RESULT IN DELAY OR REJECTION OF YOUR CLAIM	Claimant must demonstrate proof of residency in the Class Area at any time between January 1, 1965 and December 31, 2020 from at least one of the following sources: <input type="checkbox"/> State-issued identification with address (such as a driver's license) <input type="checkbox"/> Utility bills <input type="checkbox"/> Other types of bills or bank statements or mail addressed to name and address above
6. Were you medically diagnosed with one or more of: (1) testicular cancer; (2) kidney cancer; (3) pregnancy-induced hypertension; (4) ulcerative colitis; or (5) thyroid disease, with the initial diagnosis occurring more than one year after you first resided in or lived on a residential property in the Class Area? If Yes, select one or more of the Eligible Personal Injuries you were diagnosed with and provide the diagnosis date(s):	
<input type="checkbox"/> Testicular Cancer Diagnosis Date _____ (MM/DD/YYYY)	
<input type="checkbox"/> Kidney Cancer Diagnosis Date _____ (MM/DD/YYYY)	
<input type="checkbox"/> Pregnancy-induced Hypertension Diagnosis Date _____ (MM/DD/YYYY)	
<input type="checkbox"/> Ulcerative Colitis Diagnosis Date _____ (MM/DD/YYYY)	
<input type="checkbox"/> Thyroid Disease Diagnosis Date _____ (MM/DD/YYYY)	
Proof Requirements FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RESULT IN DELAY OR REJECTION OF YOUR CLAIM	If you were diagnosed with one or more of the Eligible Personal Injuries, you are required to: <input type="checkbox"/> Submit medical records sufficient to demonstrate your diagnosis for one or more of the Eligible Personal Injuries; and <input type="checkbox"/> Sign and return the Medical Record Authorization Release Form included with this Proof of Personal Injury Claim Form

Proof of Personal Injury Claim Signature

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Personal Injury Claim under the terms of the Settlement described in the Class Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of South Carolina, with respect to my (our) claim and for purposes of enforcing the Release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Settlement Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same Personal Injury(ies) and know of no other person having done so on my (our) behalf.

I certify under penalty of perjury pursuant to 28 U.S.C. Section 1746 that the information provided in this Claim Form is true and correct to the best of my knowledge.

Signature of claimant (or claimant's Representative)

Signature:	Date:
Print Name:	

Signature of Attorney of claimant (if any)

Signature:	Date:
Print Name:	

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign where indicated above and also sign the Medical Record Authorization Form on the following page.
2. Keep a copy of your Claim Form and all supporting documentation for your records.
3. If you move, please provide your new address to the Settlement Administrator.
4. **Do not use red pen or highlighter** on this form.

LIMITED AUTHORIZATION TO DISCLOSE HEALTH INFORMATION

(Pursuant to the Health Insurance Portability and Accountability Act "HIPAA," the HIPAA Privacy Rule, and relevant state law)

TO: _____

Patient Name: _____ DOB: _____ SSN: _____

I, _____, hereby authorize you to release and furnish to _____ copies of the following information:

- All medical records, including inpatient, outpatient, and emergency room treatment, all clinical charts, reports, documents, correspondence, test results, statements, questionnaires / histories, office and doctor's handwritten notes, and records received by other physicians. Said medical records shall include all information regarding AIDS and HIV status.
 - All autopsy, laboratory, histology, cytology, pathology, radiology, CT Scan, MRI, echocardiogram and cardiac catheterization reports.
All radiology films, mammograms, myelograms, CT scans, photographs, bone scans, pathology/cytology/histology/autopsy/immunohistochemistry specimens, cardiac catheterization videos/CDs/films /reels, and echocardiogram videos.
 - All pharmacy/prescription records including NOC numbers and drug information handouts/monographs. All billing records including all statements, itemized bills, and insurance records.
The undersigned does not authorize the disclosure of "psychotherapy notes" as such term is defined by the Health Insurance Portability and Accountability Act, 45 CFR § 164.501.
 - All employment or insurance records.
All workers' compensation claims or records, including any report of injury, all treatment records, and evidence of any benefits received/paid.
1. To my medical provider: **this authorization is being forwarded by, or on behalf of, attorneys for the defendants. You are not authorized to discuss any aspect of the above-named person's medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on his or her medical or physical condition, unless you receive and additional authorization permitting such discussion. Subject to all applicable legal objections, this restriction does not apply to discussing my medical history, care, treatment, diagnosis, prognosis, information revealed by or in the medical records, or any other matter bearing on my medical or physical condition at a deposition or trial.**
 2. I understand that the information in my health record may include information relating to sexually transmitted disease, acquired immunodeficiency syndrome (AIDS), or human immunodeficiency virus (HIV). It may also include information about behavioral or mental health services, and treatment for alcohol and drug abuse.
 3. I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization I must do so in writing and present my written revocation to the health information management department. I understand the revocation will not apply to information that has already been released in response to this authorization. I understand the revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire in one year.
 4. I understand that authorizing the disclosure of this health information is voluntary. I can refuse to sign this authorization. I need not sign his form in order to assure treatment. I understand I may inspect or copy the information to be used or disclosed as provided in 45 CFR 164.524. I understand that any disclosure of information carries with it the potential for an unauthorized re-disclosure and the

information may not be protected by federal confidentiality rules. If I have questions about disclosure of my health information, I can contact the releaser indicated above.

5. A notarized signature is not required. 45 CFR 164.508. A copy of this authorization may be used in place of an original.

Print Name: _____ (claimant/representative)

Signature: _____ Dated: _____

**Proof of Class Claim Form and Release
Tyco Fire Products**

EASIER: To file your claim online, visit www.FirefightingFoilSettlement.com

I. INSTRUCTIONS

To recover as a Class Member for Property Damages or Exposure Damage based on your claims in or related to the Action entitled *Campbell v. Tyco Fire Products LP et al.*, No. 2:19-cv-00422-RMG (the "Litigation"), you must complete and, on both page 7 and 9, sign this Claim Form and Release. **FAILURE TO SIGN MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.** If you fail to submit a timely and properly addressed Claim Form and Release, your claim may be rejected and you may not receive any recovery from the Class Qualified Settlement Fund created in connection with the proposed Settlement. Submission of this Claim Form and Release, however, does not assure you will share in the proceeds of the Settlement of the Litigation.

THE CLAIM FORM DEADLINE MAY BE AS SOON AS JULY 12, 2021.¹ YOU MUST SUBMIT YOUR COMPLETED AND SIGNED CLAIM FORM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, BY MAIL TO P.O. BOX 5855, PORTLAND, OR 97228-5855 OR BY EMAIL TO CLAIMS@FIREFIGHTINGFOAMSETTLEMENTCLAIMFORM.COM OR ONLINE, WITH A POSTMARK DATE (FOR MAIL) OR TRANSMISSION DATE (FOR EMAIL), NO LATER THAN THIS DEADLINE.

You are a Class Member if: (i) during the period between January 1, 1965, and December 31, 2020, (ii) you resided in or owned, (iii) a property with a Private Well Drinking Water Source, (iv) 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 (also called the "Class Area") (v) for at least one year.

You may be eligible for both Property Damages and Exposure Damages if you both owned and resided at an eligible Property during the Class Period. This Claim Form requires you to provide certain documents to prove you are a Class Member and/or qualify for benefits. You must submit the required documents in order for your claim to be considered. **A SEPARATE CLAIM FORM AND RELEASE MUST BE FILED BY EACH OWNER OF OR RESIDENT AT THE PROPERTY, OR THE LEGAL REPRESENTATIVE OF THE OWNER OR RESIDENT, UPON WHICH THIS CLAIM IS BASED.**

If you are NOT a Class Member (as defined in the Notice of Proposed Class Action Settlement ("Class Notice"), DO NOT submit a Proof of Class Claim and Release form. If you are a Class Member and you did not timely request exclusion in response to the Class Notice you are bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLASS CLAIM AND RELEASE FORM.

If you are making a claim for a Personal Injury (which is different than claims for Property Damages and Exposure Damages) you must file a separate Personal Injury Claim Form that can be found on the Important Document section of the Settlement website. Personal Injury Compensation may be available to eligible Class Members who were medically diagnosed with one or more of: (1) testicular cancer; (2) kidney cancer; (3) pregnancy-induced hypertension; (4) ulcerative colitis; or (5) thyroid disease (the "Eligible Personal Injuries"). Please see the Personal Injury Claim Form for full description of the eligibility requirements.

If you have access to a computer with an internet connection, it will be far easier for you to fill out and submit your Claim Form online, rather than on this paper Claim Form. Go to www.FirefightingFoilSettlement.com to submit your Claim Form online. If you cannot submit your Claim Form online, please type or print on this paper Claim Form.

Your responses to this Claim Form will be kept confidential and will only be used to administer benefits in this class action Settlement.

When completing this Claim Form, refer to the accompanying Frequently Asked Questions "FAQ" which contains detailed instructions and helpful definitions for completing and submitting the Claim Form.

¹ The Claim Form Deadline is 49 Days after the Effective Date of the Settlement. For more information about the timing of the Effective Date, please see the Long Form Class Notice in the "Important Documents" section of the website (www.FirefightingFoilSettlement.com).

II. How would you like us to contact you?

We will use this information to determine the best way to contact you regarding your benefits and additional information needed.

1. I want to receive all future communications from the Administrator in the following language (check only one):

- English
- Spanish

2. I want to receive all future communications from the Administrator in the following manner (check only one):

- Email
- Mail

III. Class Member Information

A separate Claim Form must be filed by **each** owner of or resident at the property, or the legal representative of such owner or resident, upon which this claim is based. We will use this information to contact you regarding your eligibility for benefits and additional information if needed. If any of the following information changes, you must promptly notify us by emailing claims@FirefightingFoamSettlementClaimForm.com.

Name (Required):

First Name MI Last Name

Current Street Address (Required):

Street Address Apt. No.

City State or Province ZIP or Postal Code

Country

Telephone Number (work):

- -

Telephone Number (home or mobile):

- -

Email Address:

Social Security number (Required):

- -

Date of Birth (Required):

- -

MM DD YYYY

V. Attorney Information

Complete this section ONLY if you are represented by an attorney other than Class Counsel in connection with your claim. If you complete this section, all communications from the Administrator will be directed to the attorney you identify below, unless your attorney instructs the Administrator otherwise in writing. If any of the following information changes, you must promptly notify us by emailing claims@FirefightingFoamSettlementClaimForm.com.

Law Firm Name:

Attorney Name:

First Name

MI

Last Name

Law Firm Mailing Address (Required):

Street Address

Apt. No.

City

State or Province

ZIP or Postal Code

Country

Attorney Phone Number:

 - -

Attorney Email Address:

VI. RESIDENT ELIGIBILITY

If you were a Resident in the Class Area during the Class Period (January 1, 1965, through December 31, 2020) and drank, cooked with, bathed in, or otherwise were exposed to water supplied from a Private Well Drinking Water Source for at least one (1) year during the Class Period, and you are claiming benefits for Exposure Damages, YOU MUST COMPLETE THIS SECTION.

1. Did the Property utilize a Private Well Drinking Water Source for at least one year while you resided there?
 - Yes
 - No

2. Did you drink, cook with, bathe in, or otherwise experience exposure to water supplied from a Private Well Drinking Water Source at the Property for at least one (1) year during the Class Period?
 - Yes
 - No

3. Please provide the property address within the Class Area where you resided for at least one (1) year during the Class Period.

Class Area Residence Street Address:

Street Address

Apt. No.

City State or Province

ZIP or Postal Code

Country

4. Dates of Residency (MM/DD/YYYY-MM/DD/YYYY)

/ / - / /

MM DD YYYY MM DD YYYY

Check this box if you currently reside at the Affected Property

5. You are required to submit copies of documents with the Proof of Class Claim to demonstrate your residency in the Class Area.

<p>Proof Requirements</p> <p>FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RESULT IN DELAY OR REJECTION OF YOUR CLAIM</p>	<p>Class Member must demonstrate proof of residency in the Class Area at any time between January 1, 1965, and December 31, 2020, from at least one of the following sources:</p> <p><input type="checkbox"/> State-issued identification with address (such as a driver's license)</p> <p><input type="checkbox"/> Utility bills</p> <p><input type="checkbox"/> Other types of bills or bank statements or mail addressed to name and address above</p>
--	---

6. The Settlement Administrator may award Supplemental Exposure Damages to residents who can show: (1) they resided in an eligible property in the Class Area for over 10 years; or (2) past out-of-pocket payments for well water testing; or (3) past medical examinations and / or out-of-pocket payments for medical bills related to chemical exposure in well water. If you believe you are eligible for such an award, please explain why here. You must submit additional documents to support your explanation (such as well water test results, medical bills, or testing invoices).

VII. Owner Eligibility

If you are or were an Owner of a Property for at least one (1) year during the Class Period and are claiming benefits for loss of property value under the Property Damages sub-class, YOU MUST COMPLETE THIS SECTION. Provide the following information on the property for which you are claiming such benefits:

1. Did the Property utilize a Private Well Drinking Water Source for at least one year while you owned it?

Yes

No

2. Do you have any documents demonstrating PFAS testing results on your Private Well Drinking Water Source during the Class Period? If yes, you are required to submit copies of these documents.

- Yes
- No

If your private well has not been tested for perfluorinated chemicals, you may receive a **free test** at no expense to you. Defendants Tyco and Chemguard will pay for and obtain one Well Test for your Private Well Drinking Water Source **if it has not already been tested.**

3. Would you like to receive a free perfluorinated chemicals test?

- Yes. If yes, you confirm that your private well has not previously been tested, to your knowledge. You will be provided additional details on well testing after your class eligibility has been reviewed by the administrator.
- No

4. Please provide the property address within the Class Area which you owned for at least one (1) year during the Class Period.

Ownership of Residence in Class Area Street Address:

Street Address <input style="width: 100%; height: 20px;" type="text"/>	Apt. No. <input style="width: 100%; height: 20px;" type="text"/>
City <input style="width: 100%; height: 20px;" type="text"/>	State or Province <input style="width: 100%; height: 20px;" type="text"/>
ZIP or Postal Code <input style="width: 100%; height: 20px;" type="text"/>	

5. Dates of Property Ownership (MM/DD/YYYY-MM/DD/YYYY)

<input style="width: 20px; height: 20px;" type="text"/>	/	<input style="width: 20px; height: 20px;" type="text"/>	/	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	-	<input style="width: 20px; height: 20px;" type="text"/>	/	<input style="width: 20px; height: 20px;" type="text"/>	/	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>	<input style="width: 20px; height: 20px;" type="text"/>
MM		DD		YYYY		MM		DD		YYYY				

Check this box if you currently own the Affected Property

6. You are required to submit copies of documents with the Proof of Class Claim to demonstrate your ownership of a residence in the Class Area.

<p>Proof Requirements</p> <p>FAILURE TO SUBMIT THE REQUIRED DOCUMENTS MAY RESULT IN DELAY OR REJECTION OF YOUR CLAIM</p>	<p>Class Member must demonstrate ownership of the residential property inside the Class Area within the Class Period from at least one of the following sources. Please check which forms of documentary evidence you are submitting to establish your status as a property owner:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Deed <input type="checkbox"/> Property tax bill <input type="checkbox"/> Mortgage statement <input type="checkbox"/> Homeowners insurance <p>AND</p> <ul style="list-style-type: none"> <input type="checkbox"/> If your Private Well Drinking Source has been tested for PFAS, documents that include the test results.
--	--

7. The Settlement Administrator may award Supplemental Ownership Damages to owners who can show: (1) past out-of-pocket payments for well water testing; (2) payments to obtain alternative water sources; ~~or~~ (3) their residential property value is 50% or more higher than the median home value in the Class Area (and therefore their property may have suffered greater loss in value than other homes in the Class Area). You must submit additional documents to support your explanation (such as well water test results, water source invoices, or property value assessments).

[Empty box for additional documents]

Class Claim Form Signature

SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Class Claim and Release under the terms of the Settlement described in the Class Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of South Carolina, with respect to my (our) claim as a Class Member and for purposes of enforcing the Release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same Property or Exposure during the Class Period and know of no other Person having done so on my (our) behalf.

I certify under penalty of perjury pursuant to 28 U.S.C. Section 1746 that the information provided in this Claim Form is true and correct to the best of my knowledge.

Signature of Class Member (or Class Member's Representative)

[Signature line]

Signature

Date: [MM] - [DD] - [YYYY]

[Print Name line]

Print Name

Release Signature

YOU MUST READ AND SIGN THE RELEASE ON PAGE 9. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

I (we) (the "Releasing Parties") agree to fully release and forever discharge the Tyco Fire Products LP, Chemguard Inc., and ChemDesign Products Inc. (the "Released Parties") from 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 Releasing Parties 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 Releasing Parties' alleged exposure to or consumption of PFAS, (iii) the alleged presence of PFAS in, on, or around any property owned or occupied by the Releasing Parties, including the Releasing Parties' homes and drinking water wells, and (iv) the alleged presence of PFAS in the Releasing Parties' water supply.

The Releasing Parties acknowledge and agree that the Release set forth herein is a general release. The Releasing Parties expressly waive and assume the risk of any and all claims for damages that exist as of this date but of which the Releasing Parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and that, if known, would materially affect the Releasing Parties' decision to enter into this Agreement. The Releasing Parties acknowledge and understand that they may have suffered damages or may incur liabilities that are unknown at the present time.

The Releasing Parties hereby covenant and agree to indemnify and hold Defendants harmless of and from any future or further exposure or payment arising out of the Released Claims, including but not limited to, any litigation, claim or settlement which may hereafter be instituted, presented or affected by or on behalf of the Releasing Parties, or by any Person seeking contribution or subrogation in connection therewith. It is understood that the intent of this Agreement is that the Releasing Parties will protect, defend, and hold the Released Parties harmless from any future or further payments or exposure with regard to the matters addressed in this Agreement, including but not limited to claims for reimbursement of medical insurance benefits paid on behalf of the Releasing Parties and/or liens for legal services rendered to the Releasing Parties. In accordance with *Pierringer v. Hoger*, 21 Wis. 2d 182 (1963), the Releasing Parties agree to credit and satisfy that portion of the total damages, if any, which may have been caused by the Released Parties, as such may be determined in any litigation, claim or settlement which may hereafter be instituted in connection with the matters addressed in this Agreement, including without limitation any claim of NEGLIGENCE OR STRICT LIABILITY of the Released Parties. The Releasing Parties specifically contemplate that this Release will have the same effect as the releases used in the case of *Pierringer v. Hoger*, 21 Wis. 2d 182 (1963).

In making this waiver, the Releasing Parties understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the foregoing release, but agree that they have taken that possibility into account in reaching this Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Releasing Parties expressly assume the risk, they fully, finally, and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent not prohibited by law, by the Releasing Parties of any and all rights under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties understand California Civil Code Section 1542 and expressly waive its provisions. The Releasing Parties also acknowledge and understand that the Released Parties specifically and separately bargained for this waiver of the provisions of Section 1542 of the California Civil Code.

The Releasing Party understands this Release will not affect the bottled water and/or Point of Entry Treatment system Tyco has offered or been providing to residents in the Class Area (as defined herein). The Release will not affect the ability of eligible households to be connected to a municipal water line or other permanent drinking water remediation measure, which Tyco is separately providing in cooperation with the Wisconsin Department of Natural Resources.

This Release shall be of no force or effect unless and until the Court approves the Settlement and the Settlement becomes effective on the Effective Date (as defined in the Settlement Agreement and Notice).

I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this Release or any other part or portion thereof.

I (we) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Class Claim and Release form by the undersigned is true and correct.

Executed this day of -
DD MM YYYY

in City State/Country

(Sign your name here)

(Type or print your name here)

(Capacity of Person(s) signing,
e.g., Beneficial Purchaser, Executor
or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign both the Claim Form and Release where indicated above on page 7 and on page 9.
2. Keep a copy of your Claim Form and all supporting documentation for your records.
3. If you move, please provide your new address to the Settlement Administrator.
4. **Do not use red pen or highlighter** on this form.

Appendix 2


Facebook Ads

10:18 Search

Firefighting Foam Settlement
Sponsored · 🌐

Tyco Fire Products - Well Water Contamination Settlement. Impacted Peshtigo residents may be eligible for cash compensation for property damage, PFAS exposure & certain personal injuries.

Impacted by tainted well water?



Testicular Cancer Ulcerative colitis
Kidney cancer Thyroid disease
Pregnancy-induced hypertension

FIREFIGHTINGFOAMSETTLEMENT.COM
File a claim for cash compensation. [Learn More](#)

1 Like 2 Shares

Like Comment Share


🏠 👤 🏠 🔔 ☰

10:17 Search

Firefighting Foam Settlement
Sponsored · 🌐

Peshtigo residents: You could receive cash compensation if your private well drinking water source was contaminated by PFAS chemicals from the nearby Tyco Fire Facility.

Peshtigo Well Water Contamination Settlement



Cash for loss in property values
Cash for exposure to PFAS
Cash for personal injuries

FIREFIGHTINGFOAMSETTLEMENT.COM
Find out if you're eligible. [Learn More](#)

5 Likes 2 Comments 3 Shares

Like Comment Share


🏠 👤 🏠 🔔 ☰

Instagram Ads

Instagram

Firefighting Foam Settlement
Sponsored

**Peshtigo Well Water
Contamination Settlement**



Was your well water contaminated with PFAS?
Submit a claim for compensation.

Learn More >


♡ 💬 📌

Cash payments available to affected Peshtigo residents. File a claim for settlement compensa... more

Instagram

Firefighting Foam Settlement
Sponsored

**Tyco Fire Foam
Contamination Settlement**



Cash Benefits for Peshtigo Residents

Learn More >

♡ 💬 📌

Certain Peshtigo residents may be entitled to cash payments in a class action against Tyco Fire Pr... more



Appendix 3

Facebook Comments


 **Andi Rich**
Meeting details!
<https://fb.me/e/2q4Z5kInX>
Like · Reply · Message · 7w  1

 **Julie Knoblich**
Dawn Knoblich
Like · Reply · Message · 6w

Most Relevant is selected, so some replies may have been filtered out.

 **Dawn Knoblich**
Julie Knoblich I got one transcript for proof of residency and I will see if I can get a few documents from the hospital records
Like · Reply · Message · 6w  1

 **Andi Rich**
Dawn Knoblich there's a community meeting at Little River Tues night if you haven't submitted anything yet, feel free to come, it's at 6:30
Like · Reply · Message · 5w  1

 **Andi Rich**
Tuesday March 23



Meet with Class Counsel Virtually
Little River Country Club
Starts at 6:30 p.m. CST

- Receive clarity on settlement details
- Overview of the litigation settlement
- Questions and Answers at the End

 Patrick J. Lanciotti Attorney Napoli Shkolnik PLLC	 Paul J. Napoli of Counsel Napoli Shkolnik PLLC	 Ralph Weber Founding Member Glass Weber Mullins LLC	 Robert A. Blott Partner Teff Stettinius and Ballister LLP
--	--	--	--

Town of Peshtigo Residents
This meeting is for Class Members ONLY.
Please bring this invitation to the meeting.
The meeting with Counsel starts at 7:00 p.m.



Janet Kamke
What about people further away but still might be affected?

Like · Reply · Message · 4w



Julie Moriva
Where can you get your water tested?

Like · Reply · Message · 4w



Author

Firefighting Foam Settlement

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 whet... **See More**



FIREFIGHTINGFOAMSETTLEMENT.COM

FAQs - Firefighting Foam Settlement



Kathy Stocklen
Pat Nerat have you seen this???

Like · Reply · Message · 1w

Appendix 4

Newspaper Ads

Eagle Herald

of restrictions.

"These should be steps toward opening but at the same time steps that do not set us back," Merkel told reporters in Berlin. "There are a great many examples in Europe of a dramatic third wave."

She pledged that "spring 2021 will be different from spring a year ago."

Regions where infection rates are relatively low, though not as low as previously

would see rising, slightly higher. The cases-per-week number, which peaked at nearly 300 per 100,000 inhabitants just before Christmas, has been stalled above 60 in recent days.

Wednesday's decisions opened up the possibility of reopening more businesses at various stages above the 35 target, though they included an "emergency brake" mechanism that would see the restrictions now in place reimposed if the weekly infection

rate rises above 100 again for one week.

Germany has seen the number of deaths from COVID-19 and people in intensive care decline in recent weeks.

But it has been struggling to ramp up its vaccination drive, which has drawn widespread criticism for being too slow, even as the supply of vaccines improves. German lawmakers have ditched plans for hefty fines for people who skip the vaccine queue.

COURT ORDERED LEGAL NOTICE
Tyco Fire Products Water Contamination
Class Action Settlement

You may be eligible for a cash payment from a class action settlement if you owned or resided at a property with a private well drinking water source in Posthigo, Wisconsin between 1965 and 2020.

The proposed \$17.5 million settlement with Tyco Fire Products, LP, Chemguard, Inc., and ChemDesign Products, Inc. resolves claims of current and former property owners and residents who allege their private well drinking water sources were contaminated with perfluorinated chemicals (PFAS) from the nearby Tyco Fire Facility. The proposed settlement provides payments to Class Members for alleged loss of property value, exposure to PFAS in drinking water, and/or personal injuries allegedly caused by PFAS exposure.

Eligibility

You are a Class Member and eligible for benefits if you were a resident in and/or owner of a property within the Class Area between January 1, 1965 and December 31, 2020. The Class Area is located in the town of Posthigo, Wisconsin, and is 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.

Benefits

Class Members may be eligible for up to three different types of cash payment settlement benefits:

Property Damage Payments for current or former owners of an affected property with a private drinking-water well. The payment amount will be determined by whether the Class Member is a current or former owner and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on unusual property size or impact.

PFAS Exposure Payments for each resident of an affected property. The payment amount will be determined by whether the Class Member is a current or former resident and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on time of exposure.

Personal Injury Payments for individuals who were diagnosed with testicular cancer, kidney cancer, pregnancy-induced hypertension, ulcerative colitis, and/or thyroid disease more than one year after first living in an affected property. The payment amounts may vary based on the amount of PFAS in the drinking-water well at the property and disease type. Additional amounts may be awarded based on unusual disease complications or impacts.

How to Get Benefits

To receive a Property Damage Payment or PFAS Exposure Payment as part of the class action settlement, you must submit a completed Property Damage/Exposure claim form and signed release by the deadline.
The claim form deadline for Property Damage Payments and Exposure Payments may be as early as July 12, 2021.

To receive an individual Personal Injury payment, you must submit a separate, completed Personal Injury claim form and signed release by the deadline.
The claim form deadline for Personal Injury Payments may be as early as June 21, 2021.

Your Other Options

To exclude yourself from the class aspects of the settlement, you must mail a written request to "opt-out" of the class settlement by March 29, 2021 to the attorneys for the Class Members and the Defendants.

To object to the class aspects of the settlement, you must mail an objection by March 29, 2021 to the court, the attorneys for the Class members, and the attorneys for the Defendants explaining why you think the class settlement should not be approved.

If you do nothing, you will be bound by the release of Defendants in the lawsuit, with the exception of latent or unknown Personal Injury claims. If you do not submit claim forms, you will not receive any payments, even if you are eligible for them.

More Information

The Court will hold a hearing on the settlement on May 24, 2021.

For more information about (i) the benefits of this settlement, (ii) having your private well tested for PFAS (at Defendants' expense), (iii) the process for filing claims for benefits, (iv) the process for opting-out of the settlement, and (v) the process for objecting to the settlement, visit www.FirefightingFoamSettlement.com, or call 1-800-240-2988.

This is a court-authorized notice, not a lawyer advertisement.

WNAKL

Peshigo Times

William Van Dijk, Deputy Secretary and Acting Public Health Officer at the Department of Health Services.

Each year, flooding also causes millions of dollars in damage to homes, business, and public infrastructure throughout the state of Wisconsin. Many of these losses are not covered by basic insurance policies either, often requiring special coverage through the National Flood Insurance Program or through a private company.

While you can't always stop the waters from rising, the following tips can help improve safety for you and

tions and potential flooding, such as a NOAA Weather Radio, trusted local news outlets, and mobile weather apps.

*Never drive or walk through flooded areas — turn around, don't drown! Just six inches of fast-moving water can sweep adults off their feet, while 12 inches can carry away a small car. Be especially careful while driving at night. Driving through floodwaters puts lives at risk — more than half of flood fatalities are vehicle related. Flooding killed one person in Wisconsin in 2020.

*Take steps to protect your health: Stay out of

MARINETTE COUNTY
 IN THE MATTER OF THE ESTATE OF
WYAN M. SHARON
 NOTICE TO CREDITORS
 General Administration
 Case No. 2020000001
PLEASE TAKE NOTICE:
 1. An application for formal administration was filed.

2. The decedent, with date of death 09/23/2018 and date of death certificate 09/24/2018, was domiciled in Marinette County, State of Wisconsin, with a mailing address of 7477 3rd Ave., Ironwood, WI 54743.

3. All interested persons waived notice.

4. A claim may be filed at the Marinette County Courthouse, Marinette, Wisconsin, Room 0214.

5. A claim may be filed at the State of Wisconsin, Department of Health Services, Division of Health Planning and Statistics, 1111 Wisconsin Street, 3rd Floor, Madison, WI 53703.

6. A claim may be filed at the State of Wisconsin, Department of Health Services, Division of Health Planning and Statistics, 1111 Wisconsin Street, 3rd Floor, Madison, WI 53703.

for a copy of the summons. The summons must be sent or delivered to the creditor whose address is listed on the summons. If you do not desire a copy of the summons, you may file a written objection with the court within 30 days of the date of the summons, and you may file your objection with the court within 30 days of the date of the summons. If you do not file your objection, you may be deemed to have accepted the terms of the summons. If you do not file your objection, you may be deemed to have accepted the terms of the summons. If you do not file your objection, you may be deemed to have accepted the terms of the summons.

1. A claim may be filed at the Marinette County Courthouse, Marinette, Wisconsin, Room 0214.

2. A claim may be filed at the State of Wisconsin, Department of Health Services, Division of Health Planning and Statistics, 1111 Wisconsin Street, 3rd Floor, Madison, WI 53703.

3. A claim may be filed at the State of Wisconsin, Department of Health Services, Division of Health Planning and Statistics, 1111 Wisconsin Street, 3rd Floor, Madison, WI 53703.

School, starting at 6 p.m. District officials and Board of Education members will be on hand to discuss the referendum proposal. Markers are required and social distancing will be observed. This meeting is in addition to three virtual meetings on the referendum.

The first question in the referendum proposal asks voters to approve the district spending \$33.2 million to expand and fully remodel the Peshigo Middle/High School building that serves students in 7th through 12th grades. The second question asks voters to approve the district spending \$1.825 million to develop the prop-

Patrick Rau at rau@peshigo.k12.wi.us.

UW-LC Announces Area Graduates

The following area students completed degree requirements at the University of Wisconsin-La Crosse in December.

Students earning degrees in December included: Jaclyn Erickson of Abrams, Bachelor of Science, Public Health and Community Health Education Major; and from Gilliam, Erin Bulthazor, Bachelor of Science, Biology Major; Biomedical Science Concentration.

COURT ORDERED LEGAL NOTICE

Tyco Fire Products Water Contamination Class Action Settlement

You may be eligible for a cash payment from a class action settlement if you owned or resided at a property with a private well drinking water source in Peshigo, Wisconsin between 1965 and 2020.

The proposed \$17.5 million settlement with Tyco Fire Products, LP, Chemguard, Inc., and ChemDesign Products, Inc. resolves claims of current and former property owners and residents who allege their private well drinking water sources were contaminated with perfluorinated chemicals (PFAS) from the nearby Tyco Fire Facility. The proposed settlement provides payments to Class Members for alleged loss of property value, exposure to PFAS in drinking water, and/or personal injuries allegedly caused by PFAS exposure.

ELIGIBILITY

You are a Class Member and eligible for benefits if you were a resident in and/or owner of a property within the Class Area between January 1, 1965 and December 31, 2020. The Class Area is located in the town of Peshigo, Wisconsin, and is 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.

BENEFITS

Class Members may be eligible for up to three different types of cash payment settlement benefits:

- 1 Property Damage Payments** for current or former owners of an affected property with a private drinking-water well. The payment amount will be determined by whether the Class Member is a current or former owner and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on unusual property size or impact.
- 2 PFAS Exposure Payments** for each resident of an affected property. The payment amount will be determined by whether the Class Member is a current or former resident and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on time of exposure.
- 3 Personal Injury Payments** for individuals who were diagnosed with testicular cancer, kidney cancer, pregnancy-induced hypertension, ulcerative colitis, and/or thyroid disease more than one year after first living in an affected property. The payment amounts may vary based on the amount of PFAS in the drinking-water well at the property and disease type. Additional amounts may be awarded based on unusual disease complications or impacts.

HOW TO GET BENEFITS

To receive a Property Damage Payment or PFAS Exposure Payment as part of the class action settlement, you must submit a completed Property Damage/Exposure claim form and signed release by the deadline.

The claim form deadline for Property Damage Payments and Exposure Payments may be as early as July 12, 2021.

To receive an Individual Personal Injury payment, you must submit a separate, completed Personal Injury claim form and signed release by the deadline.

The claim form deadline for Personal Injury Payments may be as early as June 21, 2021.

YOUR OTHER OPTIONS

- 1 To exclude yourself** from the class aspects of the settlement, you must mail a written request to "opt-out" of the class settlement by March 29, 2021 to the attorneys for the Class Members and the Defendants.
- 2 To object** to the class aspects of the settlement, you must mail an objection by March 29, 2021 to the court, the attorneys for the Class members, and the attorneys for the Defendants explaining why you think the class settlement should not be approved.
- 3 If you do nothing**, you will be bound by the release of Defendants in the lawsuit, with the exception of latent or unknown Personal Injury claims. If you do not submit claim forms, you will not receive any payments, even if you are eligible for them.

MORE INFORMATION

The Court will hold a hearing on the settlement on May 24, 2021.

For more information about (i) the benefits of this settlement, (ii) having your private well tested for PFAS (at Defendants' expense), (iii) the process for filing claims for benefits, (iv) the process for opting-out of the settlement, and (v) the process for objecting to the settlement,

VISIT www.FirefightingFoamSettlement.com, or CALL 1-800-240-2988.

This is a Court-authorized notice, not a lawyer advertisement.

Times' Saver

or near-vocarees meriting team? We are always providing opportunities to grow and learn as a firefighter and an individual and hope that you will consider joining our team!

Possibly interested but on the fence? There are many jobs and needs throughout the fire department, we can find a job that best suits you! Contact Chief Craig Cayler today to get started with the application process or attend our next meeting, April 5, 2021, at 7:00 pm at the Loomis Town Hall. We hope to see you soon!

Town of Lake Fire Department
Chief Craig Cayler
715-927-1833
lakefirechief@townoflakewi.com
C3 47.20,24.26.34

On-Line Only Auction:
www.auction.com
Bidding starts 8:30 Mon 15 May
household outdoor items,
home & car accessories
West of Escanaba
Pickup by appointment.
March 16, 17, 18. Bidders
select pickup time after the
sale. Bids: Auction, 9264
County Road 800, Bark
River, WI 54807
920-499-0006 89-10, 17

For Sale Portable
Construction Heater M.
Heater 20,000 BTU,
regain, new, great used,
1100 Cording Electric
Storage Heater 1500, 1000,
2 amps, new, \$70.00.
Will consider trading and/or
cash for cars, boats and
Upper Michigan. Call
866/775/7172 up to Sun
Eastern Time for areas and
P.O. 17

2013 Harley-Davidson
FLSTN Softail-Domin. Fuel
inj & wide 2.000 miles.
1/8 higher Ergo & four
gear. Some chrome. Mint
condition! \$13,000
920-484-3742, Leno, WI
area. 16-19-20, 37

For Sale Crossbow: 10
Pound Shadow NXT with
automatic arrow, Brand
new, never shot, \$1,200. Call
920-790-8850 98-92-22
84-1

For Sale Stage: Round
tees, Post & Rails, \$70
each. Insect rep. chips.
\$60.000 Call 920-100-4545,
Redwood area 19-19-19,
21

Round Bale 2nd Crop, all
sheets, no rain, 2x8 575
Dimes 1st round tees, 4x5
80 and small square tees
\$5 Bulk spk & compressor
1,800 gal 11,000 pressure
pump 5000 Two 85 white
motor w/400 88-503 0800,
Call Jim 715-928-6400, 09
P4-14, 24

Way Far Sale: Six, Six,
Grass Hay 10, Dry, Six,
Astrak - Grass 15, Pk.
715-291-8620, 09 P9-31,
40

Need Used Guts: Piping
Cant Near Mendenhall,
Call Don at 715-825-7127,
12-14-83, 14

Small Square Balers: Grass/
chaff mix, 10 Linn area,
920-373-4308 08 P4,20,
26

Hummer Sale: 7 Day Sale,
Fri, April 9 8:30 to Sun, April
11 10:30. American Legion
Hall, 472 E. Main St., Leno,
Two ways same as last
5 sponsored by Leno's
Partners 77 P4-5, 7

Vendors Needed: For three
downstate locations in
Marquette. Call
715-330-8952 38 P4-5, 7

11 New Aera Unhappy:
with your TV provider,
DishNetwork, Direct TV or
Cable. Give us a call about
an air antenna system
providing FREE TV. We do
installations for those who
can't get off an antenna
service of 30 channels. Call
Dennis Eckert, On the
Corner of County "H" &
US 141 in Beaver, Call
920-881-3303 SF P4-5, 7

We At Beaver Not Tubs
Other: New hot tubs from
Hayes Tubs & Service all
brands to make your water
up to your next employee.
440 mixing. Call us at
920-881-3303 Located on
the corner of County "H" and
US 141 in DeWash-Brook,
77 P4-5, 7

Line And On-Line Auctions:
at 7011 US Highway 141 in
Leno, Wisconsin, Garden,
March 21, 2021 at 10 am.
Large amount of tools,
equipment, more.
www.FirefightingFoamSettlement.com
920-884-2234 17-15, 17

• Please use company or part not supplied
Skill Requirements:
• Strong mechanical aptitude
• Good organizational skills
• Ability to remove and replace defective parts in
machines, equipment or devices
• Basic Electrical and Plumbing experience a plus
• Must have good attention to detail and communication
skills
• Ability to work independently
• Ability to lift and move 50lbs.
• Valid driver's license required. GLCT offers competitive
wages, Employer 401K, Dental, Vision, PPL, Wellness
program, etc., as well as:
• 100% Company Paid Health Benefits
• Employee Health Insurance
• Life Insurance
• Short Term Disability
• 4% Employer contributed 401K
• Paid Vacation
• Paid Holidays
• Uniforms
• All supplied clothing to complete daily job

Send resume and letter of interest or apply at our website
http://www.glt.com
Please no phone calls.
GREAT LAKES CUSTOM TOOL MFG. INC.
ATTN: Human Resources
101 N Old Peshtigo Rd.
Peshtigo WI 54157
or hr@glt.com
Equal Opportunity Employer
C3 46 18, 17, 23

Wanted - Any Kind Of
Lamblock Chain and Tool
Hobby, Auto, tractor parts &
complete parts. Even
Rubberbands. 1,646,110,101,
920-821-7230 01
920-802-1170 09-P-17N
18C3C17

Due To Health Selling 2014
Harley Davidson XL1200
Touring Motorcycle Super
low with many extras. Less
than 5,000 miles \$8,900
Call 715-520-4782 14
P9,35, 17

COURT ORDERED LEGAL NOTICE
Tyco Fire Products Water Contamination Class Action Settlement
You may be eligible for a cash payment from a class action settlement if you owned or resided at a property with a private well drinking water source in Peshtigo, Wisconsin between 1965 and 2020.
The proposed \$17.5 million settlement with Tyco Fire Products, LP, Chemguard, Inc. and ChemDesign Products, Inc. resolves claims of current and former property owners and residents who allege their private well drinking water sources were contaminated with perfluorinated chemicals (PFAS) from the nearby Tyco Fire Facility. The proposed settlement provides payments to Class Members for alleged loss of property value, exposure to PFAS in drinking water, and/or personal injuries allegedly caused by PFAS exposure.
ELIGIBILITY
You are a Class Member and eligible for benefits if you were a resident in and/or owner of a property within the Class Area between January 1, 1965 and December 31, 2020. The Class Area is located in the town of Peshtigo, Wisconsin, and is 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.
BENEFITS
Class Members may be eligible for up to three different types of cash payment settlement benefits:
1. Property Damage Payments for current or former owners of an affected property with a private drinking-water well. The payment amount will be determined by whether the Class Member is a current or former owner and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on unusual property size or impact.
2. PFAS Exposure Payments for each resident of an affected property. The payment amount will be determined by whether the Class Member is a current or former resident and the amount of PFAS in the drinking-water well at the property. Additional amounts may be awarded based on time of exposure.
3. Personal Injury Payments for individuals who were diagnosed with testicular cancer, kidney cancer, pregnancy-induced hypertension, ulcerative colitis, and/or thyroid disease more than one year after first living in an affected property. The payment amounts may vary based on the amount of PFAS in the drinking-water well at the property and disease type. Additional amounts may be awarded based on unusual disease complications or impacts.
HOW TO GET BENEFITS
To receive a Property Damage Payment or PFAS Exposure Payment as part of the class action settlement, you must submit a completed Property Damage/Exposure claim form and signed release by the deadline.
The claim form deadline for Property Damage Payments and Exposure Payments may be as early as July 12, 2021.
To receive an individual Personal Injury payment, you must submit a separate, completed Personal Injury claim form and signed release by the deadline.
The claim form deadline for Personal Injury Payments may be as early as June 21, 2021.
YOUR OTHER OPTIONS
1. To exclude yourself from the class aspects of the settlement, you must mail a written request to "opt-out" of the class settlement by March 29, 2021 to the attorneys for the Class Members and the Defendants.
2. To object to the class aspects of the settlement, you must mail an objection by March 29, 2021 to the court, the attorneys for the Class members, and the attorneys for the Defendants explaining why you think the class settlement should not be approved.
3. If you do nothing, you will be bound by the release of Defendants in the lawsuit, with the exception of latent or unknown Personal Injury claims. If you do not submit claim forms, you will not receive any payments, even if you are eligible for them.
MORE INFORMATION
The Court will hold a hearing on the settlement on May 24, 2021.
For more information about (i) the benefits of this settlement, (ii) having your private well tested for PFAS (at Defendants' expense), (iii) the process for filing claims for benefits, (iv) the process for opting-out of the settlement, and (v) the process for objecting to the settlement, VISIT www.FirefightingFoamSettlement.com, or CALL 1-800-240-2988.
This is a Court-authorized notice, not a lawyer advertisement.

EXHIBIT B

Affidavit of David R. Cohen

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

AFFIDAVIT

David R. Cohen, being first duly sworn according to law, states the following:

1. I am an attorney at law, duly licensed to practice law in the States of Ohio, Colorado, and New York. My bar admissions are as follows:

Ohio Supreme Court, Atty. No. 0055347	Nov. 18, 1991
Colorado Supreme Court, Atty. No. 022420	Feb. 24, 1993
New York Supreme Court, Atty. No. 5082193	Dec. 5, 2012
United States District Court, Northern District of Ohio	Dec. 10, 1992
Sixth Circuit Court of Appeals	Mar. 2, 1993
United States Supreme Court	Jan. 16, 2007

2. I have spent my entire career as a “neutral,” including as a federal law clerk, mediator, arbitrator, special master, court monitor, and settlement claims administrator. I have been appointed as special master pursuant to Fed. R. Civ. P. 53 by 18 federal judges in over 30 cases, including 7 national Multidistrict Litigations.

In many of those cases, I have helped my appointing judge assess the fairness of a proposed class action settlement, and have drafted numerous opinions on the topic for judicial signature.

3. In their Joint Motion for Preliminary Approval of Settlement Agreement and Certification of Settlement Class (MDL docket no. 1087), the parties in *Campbell v. Tyco Fire Products, et al.*, case no. 2:19-CV-422, ask this Honorable Court to appoint me as settlement administrator. As settlement administrator, I do not believe it is my role to urge the Court to conclude as a final matter that the proposed class action settlement is fair, reasonable, and adequate.

As an officer of the Court and potential overseer of the proposed settlement, however, I *do* have an ethical obligation to inform the Court if I believe the settlement is *un*-fair, *un*-reasonable, or *in*-adequate. Having carefully examined all of the settlement documents, and having helped class counsel design class notice, create the claims process, and allocate settlement funds amongst potential claimants, I am confident there is no basis for any concern.

4. In class counsel’s brief seeking final approval of the class action settlement, reference is made to the tiered benefit amounts that I have estimated will be paid to class member claimants. Importantly, these estimates are purposefully low – I do NOT want any class

member to believe they were fooled into accepting settlement, only to find that cash payment benefits were not what was promised. Given that the total settlement fund will be divided amongst all claimants, it is impossible to know what the final payment amount for each claimant will be until all claims are received; however, I was conservative with my published estimates, so I hope and expect claimants will receive more than I estimated.

5. In designing the “payment matrix” applicable to class members, I had two overriding, but somewhat-competing, principles in mind: (1) allocate funds to claimants proportionate to their harm (*e.g.*, land-owners with highly-polluted wells receive more money than land-owners with less-polluted wells); and (2) make the claims process as simple as possible (*e.g.*, do not require claimants any more than necessary to find and produce documents with lots of information).

An example of how the trade-off between these principles worked is that I did *not* include as a factor in the payment matrix the size or value of an ownership claimant’s property. Although there is a reasonable argument that owners of larger, more expensive property should receive larger payments for an ownership claim, adding property size or value as a factor to the matrix would make claim forms more complicated and cause the claims administration process to be lengthier and more expensive.

Nonetheless, I created a “Supplemental Ownership Fund” so that, if a claimant wants *voluntarily* to submit additional information regarding property value or size, I can take that into account and award supplemental cash benefits. I took the same approach with Exposure claims – if a claimant wants *voluntarily* to submit additional information regarding length or severity of exposure to PFAS, I can take that into account and award supplemental cash benefits.

6. Although it is my job to safeguard settlement funds and make certain only valid claimants receive cash benefits, I am also dedicated to ensuring that class members with valid claims are not put off by unnecessary procedural obstacles. Thus, after receiving complaints that the requirements for proof of residency from years past were too difficult, I amended the list of acceptable proof documents. Now, for example, beyond a driver’s license or utility bill or bank statement, a claimant may submit virtually any document showing they resided at a class property, including even grade school report cards from long ago.
7. I believe the information described in the paragraphs above undercut numerous objections received by the Court. Specifically, objections suggesting the cash benefit amounts are insufficiently tailored to individual circumstances ignore the tiered structure of the payment matrix; and they also ignore that the very purpose of the Supplemental Ownership Fund and Supplemental Exposure Fund is to account for particulars that are not otherwise addressed in the matrix.
8. Finally, I must add that, in my role as special master in other cases, I have reviewed class notice website FAQs and claim forms that I thought were *sufficient*, but less than entirely clear. Thus, when class counsel in this case afforded me the opportunity to review the settlement website and proposed claim forms before publishing them, I edited and amended

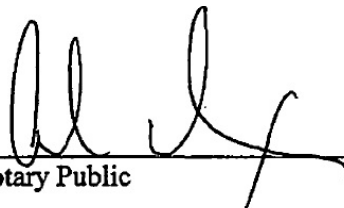
with glee. I hope and believe that class counsel's inclusion of my work in creating these documents made the notice and explanations received by class members more coherent and understandable.

FURTHER AFFIANT SAYETH NAUGHT.



David R. Cohen

Sworn to before me and subscribed in my presence this 2nd day of May, 2021.



Notary Public

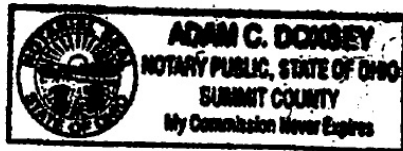


EXHIBIT C

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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.


WILLIAMS & CONNOLLY LLP

Paul J. Napoli, Esq.
April 20, 2021
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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