

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

MICHELE BAKER; CHARLES CARR; ANGELA CORBETT; PAMELA FORREST; MICHAEL HICKEY, individually and as parent and natural guardian of O.H., infant; KATHLEEN MAIN LINGENER; KRISTEN MILLER, as parent and natural guardian of K.M., infant; JENNIFER PLOUFFE; SYLVIA POTTER, individually and as parent and natural guardian of C.P., infant; and DANIEL SCHUTTIG, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

E.I. DUPONT DE NEMOURS AND COMPANY,

Defendant.

Civ. No. 1:16-CV-917  
(MAD/DJS)

**CLASS SETTLEMENT AGREEMENT**

THIS CLASS SETTLEMENT AGREEMENT is entered into as of the 16<sup>th</sup> day of October, 2025, by and among the defendant E. I. du Pont de Nemours and Company n/k/a EIDP, Inc. (“EIDP”) and plaintiffs Michelle Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey, Kathleen Main-Lingener, Kristin Harrington Miller, Jennifer Plouffe, Silvia Potter, Daniel Schuttig (as defined below as the “Plaintiffs”) on behalf of Class Members (as defined below), acting by and through Class Counsel (as defined below).

**RECITALS**

WHEREAS, the Class Members have asserted claims against EIDP in the Action (as defined below) on behalf of three classes that were certified by the Court’s orders dated September 30, 2022 and March 7, 2023, and described below;

WHEREAS, on September 30, 2022, the Honorable Lawrence E. Kahn, United States District Judge for the Northern District of New York, certified three litigation classes in the Action based on common law claims for strict liability and negligent failure to warn (defined below as the “Class Claims”), Doc. 324 and, *as modified*, Doc. 354 (collectively, the “Class Certification Orders”);

WHEREAS, the Released Parties deny Plaintiffs’ allegations; any alleged wrongdoing in connection with any PFOA or other PFAS that is or was present in the Village Municipal Water

System, in private wells in the Village of Hoosick Falls and Town of Hoosick, on or at Class Members' property or in Class Members' blood, and any liability in connection with Class Members' claims; specifically denies and disputes the scientific, medical, factual, or other bases for Class Members' claims; and maintains that the Released Parties have meritorious defenses to the claims of liability and damages asserted by the Plaintiffs or the Class Members;

WHEREAS, after carefully considering the facts and applicable law and the risks, costs, delay, inconvenience, and uncertainty of continued and protracted litigation, and after engaging in arm's-length negotiations, the Parties desire to settle the Action on the terms and conditions stated herein, which Plaintiffs and Class Counsel believe are fair, reasonable, adequate and beneficial to and in the best interests of the Class Members; and

WHEREAS, EIDP, while continuing to deny any violation, wrongdoing, or liability with respect to any and all Claims asserted in the Action and all other Released Claims, either on its part or on the part of any of the Released Parties, has concluded it will enter into this Agreement solely to avoid the expense, inconvenience, and distraction of further litigation.

WHEREAS, in consideration of the promises and the mutual covenants hereinafter set forth, the Class Members, acting by and through Class Counsel, and the Released Parties have entered into this Agreement.

THEREFORE, subject to approval by the Court pursuant to Federal Rule of Civil Procedure 23, the Parties hereby agree that, in consideration of the promises and mutual covenants set forth in this Agreement and upon occurrence of the Effective Date, this Action and the related claims of the Class Members shall be settled, compromised, dismissed on the merits with prejudice, and released as to the Released Parties on the following terms and conditions:

## 1. Definitions

In addition to the terms defined at various points within this Agreement, the following terms shall have the meanings set forth below:

- a. **"2021 Class Settlement"** means the prior class settlement agreement entered into and between certain class plaintiffs and Saint-Gobain Performance Plastics Corp., Honeywell International, Inc., and 3M Company, the terms of which are provided in the Action docket as Docket Number 286-3.
- b. **"Action"** means the class action lawsuit listed below, as amended, that is currently pending in the United States District Court for the Northern District of New York: *Michele Baker; Charles Carr; Angela Corbett; Pamela Forrest; Michael Hickey, individually and as parent and natural guardian of O.H., infant; Kathleen Main-Lingener; Kristin Miller, as parent and natural guardian of K.M., infant; Jennifer Plouffe; Silvia Potter, individually and as parent and natural guardian of C.P., infant; and Daniel Schuttig, individually and on behalf of all others similarly situated v. E.I. du Pont de Nemours and Company*, No. 1:16-CV-917-MAD-DJS.

- c. **"Agreement"** means this Class Settlement Agreement between and among Plaintiffs, on behalf of themselves and the Class Members, and the Released Parties, including all exhibits and addenda thereto, and the supplemental agreement set forth in Section 10(i) herein.
- d. **"Certified Litigation Classes"** means the three litigation classes certified by the Court as described in the Class Certification Orders. *See* Docs. 324, 354.
- e. **"Claim Form"** means the form in substantially the same form as Exhibit 2 to this Agreement that must be completed by any Person seeking to receive payment or benefits under the Settlement.
- f. **"Class Administrator"** means the individual or entity chosen and recommended to the Court by Class Counsel and that the Court will appoint to perform the settlement administration duties described in Section 4(b)(i) of this Agreement.
- g. **"Class Claims"** means only the claims the Class Representatives asserted in the Action based on strict liability and negligent failure to warn, which the Court certified to proceed as classwide claims in the Class Certification Orders.
- h. **"Class Counsel"** means the law firms appointed by the Court to represent Class Members in the Class Certification Orders, Faraci Lange, LLP and Weitz & Luxenberg, P.C.
- i. **"Class Members"** means any individual who is a member of one of the Settlement Classes defined in Section 3(a).
- j. **"Class Notice"** means providing information about this Agreement to the Class Members in accordance with Fed. R. Civ. P. 23(e) and Second Circuit law in accordance with Sections 8(a)(ii)(c) and Exhibits 3 and 4 of the Agreement.
- k. **"Class Representatives"** means the Plaintiffs named in the Third Amended Master Consolidated Class Action Complaint, Doc. 355, who were appointed in the Class Certification Orders to serve as representatives of the Certified Litigation Classes, identified in Section 3(b) of this Agreement.
- l. **"Complaint"** means the Third Amended Master Consolidated Class Action Complaint, Doc. 355, which is the operative pleading in the Action.
- m. **"Court"** means the United States District Court for the Northern District of New York, the Honorable Mae D'Agostino, presiding.
- n. **"Defendant" or "EIDP"** means E. I. du Pont de Nemours and Company n/k/a EIDP, Inc.
- o. **"Effective Date"** means the latter of the date of (a) the Settlement becoming finally approved by the Court and non-appealable, either through the expiration of the deadline for filing an appeal or review by any party that files a formal objection to the settlement, or (b) if an appeal is taken or other review sought, the affirmance of the Court's final approval with no possibility for further appeal or review.

- p. **"EIDP Settlement"** means the settlement to be consummated under this Agreement pursuant to the Final Approval Order as described in Section 11 hereof.
- q. **"Eligible Property"** means any real property that (1) one or more Municipal Water Property Settlement Class Members demonstrates that he or she owned as of December 16, 2015, and that the property obtained its drinking water from the Village Municipal Water System, in accordance with Section 3(b)(ii); or (2) one or more Private Well Property Settlement Class Members demonstrates that he or she owned at the time PFOA in the property's private well was discovered through a water test on or after December 16, 2015, and that is in the Village of Hoosick Falls or Town of Hoosick and obtained its drinking water from a private well in which detectable levels of PFOA were discovered through a water test on or after December 16, 2015, in accordance with Section 3(b)(iii), but does not include any real property that was used exclusively for non-residential purposes.
- r. **"Escrow Account"** means the account established and administered by the Class Administrator, into which The Settlement Payments will be deposited as set forth in Section 4(a).
- s. **"Excluded Persons"** means (i) Released Parties, or any entity or division in which Released Parties have a controlling interest, and their legal representatives, officers, directors, assigns and successors, (ii) the Judge to whom this case is assigned and the Judge's staff, (iii) any Class Counsel or their immediate family members, (iv) any State or any of its agencies, (v) the Village of Hoosick Falls and the Town of Hoosick, (vi) any individual who would otherwise be included under one or more of the Settlement Classes defined below but who previously released claims (including but not limited to all Released Claims included in the Action) against the Released Parties related to the presence of PFOA in the Village Municipal Water System, in private wells in the Village of Hoosick Falls or Town of Hoosick, on or at their property, and/or the presence of PFOA in their blood as a result of consuming contaminated drinking water from the Village Municipal System and/or a private well in the Town of Hoosick, (vii) any person who has timely and validly excluded himself, herself or itself from one or more of the Settlement Classes by opting out, in accordance with Section 10 of this Agreement.
- t. **"Fairness Hearing"** means the hearing at which the Court will consider whether to give final approval to the Settlement and make such other rulings as are contemplated in the Final Approval Order, including determining the amount of attorneys' fees and expenses awarded to Class Counsel, any Settlement Administration costs, and any amount of Service Awards to the Class Representatives.
- u. **"Final Approval Order"** means the Court's order (a) granting final approval to the Settlement, (b) directing that the Agreement be implemented in accordance with its terms, (c) dismissing the Action with prejudice and without costs, (d) determining pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that there is no just reason for delay and directing entry of final judgment as to EIDP, (e) ruling that each of the Releasing Parties has expressly, intentionally, fully, finally, and forever released, waived, compromised, settled, and discharged all Released Claims, (f) barring each of the Releasing Parties from asserting

any of the Released Claims against any of the Released Parties, (g) barring claims by any Person against the Released Parties for contribution or similar claims (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment or otherwise; (h) finding that EIDP has complied with and otherwise discharged its obligations under the Class Action Fairness Act, 28 U.S.C. § 1715(b); (i) awarding attorneys' fees, costs, and/or expenses payable in connection with the Settlement or the Action, (j) finding that the Class Notice complied with Federal Rule of Civil Procedure 23 and the U.S. Constitution, and (k) reserving exclusive and continuing jurisdiction over the interpretation, performance, implementation, administration and enforcement of this Agreement and the Court's orders in the Action.

- v. **"Medical Monitoring Administrator"** means the administrator chosen and recommended to the Court by Class Counsel for the MM Program, Edgar C. Gentle, Esq.
- w. **"MM Fund"** means the fund established by the Medical Monitoring Administrator to pay for the MM Program.
- x. **"MM Program"** means the ten-year medical monitoring program previously established and ongoing pursuant to the 2021 Class Settlement.
- y. **"New Enrollment Period"** means the limited time frame that will be approved by the Court for Medical Monitoring Settlement Class, Municipal Water Property and Private Well Property Settlement Class Members to file claims seeking benefits pursuant to the Settlement.
- z. **"Opt Out"** means the process by which Class Members may exclude themselves from the Settlement in accordance with Section 10 of this Agreement.
- aa. **"Party" or "Parties"** means all of the Plaintiffs, on behalf of themselves and the Class Members, and the Released Parties.
- bb. **"Person"** means a natural person or corporation, association, limited liability company, partnership, limited partnership, joint venture, affiliate, or any other type of legal entity and their respective spouses, heirs, predecessors, successors, executors, administrators, representatives or assigns.
- cc. **"PFAS"** means, for purposes of this Agreement only, any fluorinated organic substance that contains one or more carbon atoms on which at least one of the hydrogen substituents has been replaced by a fluorine atom. For purposes of this Agreement, the definition of "PFAS" is intended to be as broad and inclusive as possible and includes, without limitation, all per- and poly-fluoroalkyl substances and their chemical precursors and degradants, including PFOA and APFO, as well as all products manufactured with or containing such substances, their precursors, or their degradants.
- dd. **"PFOA"** means, for purposes of this Agreement only, perfluorooctanoic acid and all its chemical precursors and degradants, including but without limitation, ammonium perfluorooctanoate (APFO). For purposes of this Agreement, the definition of "PFOA"

is intended to be as broad and inclusive as possible and includes, without limitation, all PFOA-containing substances and all products manufactured with or containing such substances, their precursors, and degradants.

- ee. **"Plaintiffs"** means Michelle Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey, Kathleen Main-Lingener, Kristin Harrington Miller, Jennifer Plouffe, Silvia Potter, and Daniel Schuttig.
- ff. **"Preliminary Approval Order"** means the Court's order preliminarily approving this Agreement and all exhibits under Federal Rule of Civil Procedure 23, where such approval is in substantially the same form as the Proposed Preliminary Approval Order attached as Exhibit 1 to this Agreement.
- gg. **"Released Claims"** shall have the meaning set forth in Section 13(a) of this Agreement.
- hh. **"Released Parties"** means EIDP, The Chemours Company, DuPont de Nemours, Inc., Corteva, Inc., and their current and former direct and indirect parents, subsidiaries, divisions, affiliates, affiliated business entities, joint ventures, successors, predecessors; and all of their current, former and future agents, directors, officers, partners, owners, members, shareholders, agents, attorneys, representatives, employees, insurers, subrogees and assigns, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity.
- ii. **"Releasing Parties"** means the Plaintiffs and all other Class Members and any Person or entity with the right, capacity, or obligation to assert any claim by, on behalf of, for the benefit of, or derived from any alleged damage or injury to any Class Member, including without limitation, any guardians, next friends, or trusts.
- jj. **"Service Awards"** means any Court-approved payment to the Class Representatives for serving as representative plaintiffs, which is in addition to any Settlement benefits for which each Class Representative may be eligible under this Agreement.
- kk. **"Settling Parties"** means the Class Representatives, Class Members, and the Released Parties and all of its, his, her and their heirs, personal representatives, successors and assigns.
- ll. **"Settlement"** means the settlement and compromise reflected in this Agreement.
- mm. **"Settlement Administration"** means the costs and fees of the Class Administrator to effectuate Class Notice, to determine eligibility of the Class Members, and to administer the Settlement, as described herein.
- nn. **"Settlement Classes"** shall be the classes defined in Section 3(a).
- oo. **"Settlement Fund"** means the common fund or account established at the direction of Class Counsel pursuant to and approved by an order of the Court to resolve and satisfy the Released



Claims as a qualified settlement fund within the meaning of 26 C.F.R. § 1.468B-1(a) and (c), to receive The Settlement Payments and to make payments authorized by this Agreement.

**pp. "The Settlement Payments"** shall have the meaning set forth in Section 4(a)(iii) of this Agreement and includes the One-Time Payment and Periodic Payments to be made by the Released Parties as described therein.

**qq. "Village Municipal Water System"** means the municipal water system for the Village of Hoosick Falls, New York, including the sources of water for the system.

## **2. No Admission of Wrongdoing or Liability**

- a. The Released Parties do not admit or concede any liability, fault, omissions, or wrongdoing, acknowledging any validity to the allegations or claims asserted in the Action, acknowledge that certification of any litigation class is appropriate as to any claim, admit, concede or acknowledge that the MM Program is medically necessary, or acknowledge any weakness in the defenses asserted in the Action, and nothing in this Agreement, the Preliminary Approval Order, or the Final Approval Order shall be interpreted to suggest anything to the contrary. Nothing in this Agreement or in any final judgment or order of dismissal entered in this Action pursuant to the EIDP Settlement constitutes an admission or concession of any liability or wrongdoing by the Released Parties or an admission or concession by the Released Parties that there is any validity to any allegation in the Complaint. The Released Parties have not admitted or conceded any liability or wrongdoing, acknowledged any validity to the claims or issues in the Action, or acknowledged any weakness in their defenses in the Action. The Released Parties deny and continue to deny any wrongdoing alleged in connection with the former sale of any products by EIDP at any time to any facility operated in the Hoosick Falls area as described in the Action, and specifically deny and dispute the scientific, medical, factual, or other basis alleged to support the Class Claims.
- b. Nothing in this Agreement, any negotiations, statements, communications, proceedings, filings, or orders relating thereto, or the fact that the Parties entered the Agreement and settled the Action shall be construed, deemed, or offered as an admission or concession by any of the Parties, Class Members, or Released Parties or as evidentiary, impeachment, or other material available for use or subject to discovery in any suit, action, or proceeding (including this Action) before any civil or criminal court, administrative agency, arbitral body, or other tribunal, except (i) in such proceedings as may be necessary to consummate or enforce this Agreement, or (ii) in any action against Class Members by any of the Released Parties to support a defense of release, availability and scope of the medical monitoring program, or other theory of accord and satisfaction, or similar defense. The limitations described in this paragraph shall apply whether or not the court enters the Preliminary Approval Order or the Final Approval Order, or any such order is affirmed, reversed, vacated, or overturned by an appellate court.

### 3. The Settlement Classes and Class Representatives

- a. Settlement Classes. For the sole purpose of settlement, the Parties will seek to certify the following Settlement Classes, which are substantially similar to the Certified Litigation Classes except that the Settlement Classes encompass all PFOA-contaminated private wells in the Town of Hoosick and individuals who consumed contaminated water from those wells and meet the criteria for the Medical Monitoring Settlement Class, but excluding Excluded Persons as defined in Section 1(s):
  - i. Medical Monitoring Settlement Class: All individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their Eligible Property, which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 ug/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child's birth and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 ug/L; provided, however, that the Medical Monitoring Settlement Class shall not include Excluded Persons.
  - ii. Municipal Water Property Settlement Class: All individuals who are or were owners of Eligible Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015; provided, however, that the Municipal Water Property Settlement Class shall not include Excluded Persons.
  - iii. Private Well Property Settlement Class: All individuals who are or were owners of Eligible Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well contaminated with PFOA and who owned that property at the time the contamination of the property's private well was discovered through a water test on or after December 16, 2015; provided, however, that the Private Well Property Settlement Class shall not include Excluded Persons.
- b. Class Representatives. Pursuant to the Court's Class Certification Orders in the Action, the Court approved the following individuals to serve as Class Representatives for the Certified Litigation Classes, which Class Counsel believes are appropriate Class Representatives for purposes of the EIDP Settlement, and EIDP does not dispute or challenge such appropriateness for the sole purpose of the EIDP Settlement and Agreement:
  - i. Medical Monitoring Settlement Class: Charles Carr, Angela Corbett, Michael Hickey, individually and as parent and natural guardian of O.H., infant, Kathleen Main-Lingener, Kristin Miller, as parent and natural guardian of K.M., infant, and Silvia Potter, individually and as parent and natural guardian of C.P., infant



- ii. Municipal Water Property Settlement Class: Pamela Forrest, Kathleen Main-Lingener, Jennifer Plouffe, Silvia Potter, and Daniel Schuttig
- iii. Private Well Water Property Settlement Class: Michele Baker and Charles Carr

#### 4. Settlement Amount, Settlement Payments, and Administration

##### a. Settlement Consideration.

- i. One-Time Payment. Within forty-five (45) days after the later of: (a) the Effective Date or (b) when Class Counsel provides all of the information needed by the Released Parties to permit a wire transfer (which will be provided immediately following issuance of the Final Approval Order), the Released Parties shall wire transfer to the account directed in writing in advance by Class Counsel (the Escrow Account) a payment (“One Time Payment”) of \$22 million dollars (\$22,000,000) in cash for use by the Class Administrator as the Settlement Fund.
  - (a) Class Counsel, in their sole discretion, has directed that twenty-one million dollars (\$21,000,000) of the One-Time Payment shall be allocated solely to the Municipal Water and Private Well Property Settlement Classes, attorneys’ fees, reimbursement of litigation expenses, Service Awards, and Notice and Settlement Administration expenses.
  - (b) Class Counsel, in their sole discretion, has directed that one million dollars (\$1,000,000) of the One-Time Payment (“MM One Time Payment”) shall be allocated to the MM Program already established and in operation as a result of the 2021 Class Settlement to provide monitoring benefits to any class members who now choose to sign up for this program and did not previously sign up for these monitoring benefits under the 2021 Class Settlement. Any class member who chooses to sign up now for this program will be able to receive only those monitoring benefits remaining from the currently existing ten-year 2021 Class Settlement MM Program, the length of which will not be extended. Any unused portion of this payment (and the periodic payments described in Section 4(a)(ii)) at the termination of the MM Program shall be distributed as set forth in Section 7.
- ii. Periodic Payments. Beginning the year following the year in which the One-Time Payment is made, the Released Parties will make additional periodic payments (“Periodic Payments”) of one million dollars (\$1,000,000) annually on the anniversary of the Effective Date for five (5) years to be deposited into the account directed in writing in advance by Class Counsel (the Escrow Account). The Periodic Payments shall be used solely for the benefit of the Medical Monitoring Settlement Class to provide additional funds to supplement

the existing 2021 Class Settlement Medical Monitoring Fund. Class Counsel, in its sole discretion, has directed that the Periodic Payments are for the MM Program. The Parties agree that the One-Time MM Payment and the Periodic Payments shall not extend or modify the length of the existing 2021 Class Settlement MM Program. Class Counsel, in its sole discretion, has directed that any unused portion of the One-Time Payment and the Periodic Payments shall be distributed as set forth in Section 7. Class Counsel will provide written wiring instructions for payment of the Periodic Payments annually, at least thirty (30) days prior the anniversary of the Effective Date. If written wiring instructions are not provided by Class Counsel at least thirty (30) days prior to the anniversary of the Effective Date, then the Periodic Payment will be due thirty (30) days after the wiring instructions are provided.

- iii. The Settlement Payments. The One-Time Payment and Periodic Payments together shall be called “The Settlement Payments.” Payment of The Settlement Payments shall constitute the Released Parties’ sole and complete obligation under the Settlement. In no event shall the Released Parties have any liability whatsoever with respect to The Settlement Payments once deposited in the Escrow Account. All Class benefits, attorneys’ fees and expenses (including expenses incurred in providing Class Notice), and other fees and expenses related to this Agreement, including fees and expenses for escrow and administrative services, shall be paid solely out of The One-Time Payment after it is deposited into the Escrow Account. The Settlement Payments constitute remediation (as defined in 26 U.S.C. § 162(f)) for the claims alleged by Plaintiffs on behalf of themselves and the Class Members. No portion of the Settlement Payments constitutes a fine, penalty, punitive damages, disgorgement of profits, or reimbursement for investigation or litigation costs within the meaning of 26 U.S.C. § 162(f), or an amount paid in settlement of any claim for any of the foregoing; and if a determination were made to the contrary, the amounts paid would qualify under the exceptions in Subsections 162(f)(2) and (3).

b. Settlement Administration.

- i. General Settlement Administration. The Court previously appointed KCC (n/k/a Veritas) to serve as an independent, third-party settlement administrator for the 2021 Class Settlement and to administer the funds provided in that Class Settlement. Given KCC’s familiarity with the 2021 Class Settlement, Class Counsel proposes that KCC be appointed to oversee Class Notice, review Claim Forms to determine eligibility, and to administer the One-Time Payment provided by the EIDP Settlement after payment by the Released Parties pursuant to Section 4(a)(i). KCC was selected solely at the discretion and direction of Class Counsel, and the Released Parties played no role whatsoever in this selection and recommended appointment. The Released Parties will

have no involvement or liability with respect to the administration of the class as further described herein.

- ii. Medical Monitoring Administration. The Parties expressly agree that this Settlement does not extend or modify in any way the length or benefits currently available through the MM Program established under the 2021 Class Settlement. Class Counsel, in its sole discretion, has directed that the MM One Time Payment and the Periodic Payments are for the MM Program. Although Released Parties make no admissions related to medical monitoring, including as to whether it is supported in law, the need for such a program and/or its scope, duration or any other aspect, Class counsel, in its sole discretion, has determined to establish the program, its scope, duration and other aspects and class counsel has further solely directed to allocate the additional funds to the MM Program from the Periodic Payments and the MM One Time Payment (for a total of \$6,000,000) pursuant to this Agreement to merely provide additional funds to supplement the existing and ongoing MM Program created by the 2021 Class Settlement for class members already eligible for benefits under the MM Program and to provide funding for new Class Members to participate in the MM Program who did not previously file claims or meet the requirements under the 2021 Settlement. Edgar C. Gentle, III, Esq. has been serving as Medical Monitoring Administrator for the MM Program since his approval and appointment by virtue of the 2021 Class Settlement, and Class Counsel confirms that the MM One-Time Payment and the Periodic Payments will simply be deposited into the existing MM Fund for the MM Program such that no new or different administrator or administration is necessary. Upon receipt of the One-Time Payment, KCC shall immediately transfer the MM One Time Payment to the MM Fund. The Released Parties shall provide the Periodic Payment annually to the account directed in writing in advance by Class Counsel (the Escrow Account). Upon receipt of each periodic payment, it shall be Class Counsel's sole responsibility to ensure that KCC immediately transfers such payments to the MM Fund. The Released Parties shall have no liability whatsoever related to actions or inactions by KCC related to the transfer of payments to the MM Fund or any subsequent actions related to the administration of the Settlement or management, handling, or distribution of any funds from this Settlement by KCC.
- c. No Further Payment or Liability for Distribution of Settlement Funds. In no event shall the Released Parties be obligated to pay anything in excess of The Settlement Payments described in this Agreement. The Released Parties shall have no obligation, interest, involvement, liability, or responsibility with respect to the allocation, administration or distribution of the funds or for any act or conduct of the Class Administrator or Medical Monitoring Administrator. In no event shall the Released Parties or their counsel have any liability for the administration of the Settlement Fund or for any actions or inactions of any Class Administrator or Medical Monitoring Administrator. Payment of The Settlement Payments shall constitute the Released Parties' sole obligation under the Settlement. Class

Counsel, the Class Administrator, and the Medical Monitoring Administrator shall indemnify, defend, and hold the Released Parties harmless from and against any harm or injury suffered by reason of the use, misuse, or erroneous disbursement of the funds in the Settlement Fund and/or the MM Fund or any other act or failure to act with respect to the distribution of The Settlement Payments. The Released Parties shall have no liability arising from the allocation among the classes or ultimate allocation or distribution of The Settlement Payments to class members or any other person or entity.

- d. The Released Parties have no obligation to make the One-Time Payment before the Effective Date and have no obligation to make the Periodic Payments until they become payable as specified in this Agreement.
- e. The Settlement Fund at all times is intended to be a “qualified settlement fund” within the meaning of United States Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 and shall be established pursuant to an order of the Court and will be subject to the continuing jurisdiction of Court for the life of the Settlement Fund. Neither the Released Parties nor the Class Administrator shall take a position in any filing or before any tax authority that is inconsistent with such treatment. The Released Parties are “transferors” within the meaning of United States Treasury Regulation § 1.468B-1(d)(1) to the Settlement Fund. The Class Administrator shall be the “administrator” of the Settlement Fund within the meaning of United States Treasury Regulation § 1.468B-2(k)(3) and, as the administrator, the Class Administrator shall: (a) timely make or join in any and all filings or elections necessary to make the Settlement Fund a qualified settlement fund at the earliest possible date (including, if requested by any of the Released Parties, a relation-back election within the meaning of United States Treasury Regulation § 1.468B-1(j)); (b) timely file all necessary or advisable tax returns, reports, or other documentation required to be filed by or with respect to the Settlement Fund; (c) timely pay any taxes (including any estimated taxes, and any interest or penalties) required to be paid by or with respect to the Settlement Fund; and (d) comply with any applicable information reporting or tax withholding requirements imposed by applicable law, in accordance with United States Treasury Regulation § 1.468B-2(l). Any such taxes, as well as all other costs incurred by the Class Administrator in performing the obligations created by this subsection, shall be paid out of the Settlement Fund. The Released Parties shall have no responsibility or liability for paying such taxes and no responsibility to file tax returns with respect to the Settlement Fund or to comply with information-reporting or tax withholding requirements with respect thereto. The Released Parties shall provide the Class Administrator with the combined statement described in United States Treasury Regulation § 1.468B-3(e)(2)(ii).
- f. The Released Parties make no representations whatsoever to Class Members or any other person concerning any tax consequences, tax loss, or tax treatment of any allocation or distribution of funds to Class Members or any other person pursuant to this Agreement or the EIDP Settlement.

## 5. Medial Monitoring Settlement Class Eligibility and Details

### a. Existing MM Program Participants in 2021 Class Settlement MM Program.

- i. Because the Released Parties' Periodic Payments pursuant to the EIDP Settlement (a) do not modify or extend any aspect of the MM Program established as part of the 2021 Class Settlement and (b) only provide for supplemental funds to be added to the existing MM Fund, Class Members who are current participants in the 2021 Class Settlement MM Program are not required to re-qualify for participation in the EIDP Settlement but must complete a Claim Form indicating (a) there have been no changes of address or circumstances since the 2021 Class Settlement, or (b) providing information regarding any changes to address or circumstances since the 2021 Class Settlement. Failure to timely provide a Claim Form, even if there have been no changes to address or circumstances and the class member previously qualified for the 2021 Class Settlement, will prohibit participation in the EIDP Settlement.

### b. New MM Program Participants in 2021 Class Settlement MM Program.

- i. Medical Monitoring Settlement Class Members who did not previously submit a valid claim form with the required documentation or participate in the MM Program, but who wish to do so now, must demonstrate eligibility to participate in the MM Program during the New Enrollment Period.
  - (a) To demonstrate eligibility to participate in the MM Program, a Claimant must complete the Claim Form and provide proof that for a period of at least six months between 1996 and 2016, (a) ingested PFOA-contaminated water at an Eligible Property, which was supplied with drinking water from the Village Municipal System or from a PFOA-contaminated private well in the Town of Hoosick and (b) suffered invasion and accumulation of PFOA in their bodies as demonstrated by blood serum tests disclosing a PFOA level in their blood above the average background level of 1.86 ug/L; or any natural child born to a female who meets and/or met this criteria at the time of the child's birth and whose blood serum was tested after birth disclosing a PFOA level above the average background level of 1.86 ug/L. Proof of residence at an Eligible Property for at least six months between 1996 and 2016 may be provided by a sworn declaration. Proof of drinking water supplied by the Village Municipal Water System can be demonstrated through a copy of a water bill (of any date) for such Eligible Property or such other proof as the Class Administrator deems appropriate. Proof of drinking water supplied by a private well in which PFOA was detected may be demonstrated by a copy of test results reporting a detectable level of PFOA in the property's private well water on or after December 16, 2015 from a qualified laboratory or from the State of New York, or any

other form of proof deemed appropriate by the Class Administrator. The Class Administrator may also obtain such information by reference to public records and/or confidential records and data provided by the New York State Department of Health and/or the New York State Department of Environmental Conservation (“NYSDEC”). Proof of a serum PFOA concentration above 1.86 µg/L may be demonstrated by a copy of a serum PFOA test result from a qualified laboratory or from the State of New York.

- (b) The Class Administrator shall review the Claim Form and any supporting documentation and determine whether the Claimant is an eligible Class Member of the Medical Monitoring Settlement Class such that he/she (or in their capacity as a representative) may receive benefits. A Claim Form postmarked after the New Enrollment Period concludes will be rejected by the Class Administrator as untimely, and the Claimant submitting such Claim Form cannot qualify to receive payment, participate in or receive benefits from the MM Program.
  - (c) The Claim Form shall be in substantially the same form as Exhibit 2 attached hereto. The Claim Form shall be available on the Settlement Website ([www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)) and provided in such other manner as directed in the Preliminary Approval Order. The Class Administrator shall be entitled to verify the identity of any claimant and any information required by the Claim Form.
  - (d) If the Class Administrator determines that a Claimant has submitted insufficient proof of eligibility, the Class Administrator will provide an opportunity for the Claimant to cure the submission to the extent practicable.
- c. The MM Program benefits provided by the EIDP Settlement will be made pursuant to the allocation and distribution process previously outlined in Sections 4(c)(ii) and (iii) of the 2021 Class Settlement.

## **6. Municipal Water and Private Well Settlement Class Eligibility and Details**

- a. Existing Municipal Water and Private Well Participants in 2021 Class Settlement.
  - i. Class Members who were previously determined to be eligible for the Municipal Water and Private Well 2021 Settlement Classes are not required to re-qualify for participation in the EIDP Settlement but must complete a Claim Form indicating (a) there have been no changes of address or circumstances since the 2021 Class Settlement, or (b) providing information regarding any changes to address or circumstances since the 2021 Class Settlement. Failure to timely provide a Claim Form, even if there have been no changes to address or



circumstances and the class member previously qualified for the 2021 Class Settlement, will prohibit participation in the EIDP settlement.

b. New Municipal Water and Private Well Settlement Class Participants.

- i. Municipal Water and Private Well Settlement Class Members who did not previously submit a Claim Form and required proof to qualify for benefits provided by the 2021 Class Settlement, but who wish to do so now, must demonstrate eligibility to participate during the New Enrollment Period.
  - (a) Municipal Water Property Settlement Class. To demonstrate eligibility to receive payment as a Municipal Water Property Settlement Class Member, Claimants must complete the Claim Form and provide proof of ownership as of December 16, 2015 of Eligible Property that obtained its drinking water from the Village Municipal Water System. Proof of ownership may include a combination of the following: 1) a copy of the deed to the property; 2) a copy of a tax bill demonstrating ownership of the property as of December 16, 2015; and/or 3) any other form of proof deemed appropriate by the Class Administrator. If the Claimant does not submit documentary proof of ownership, or does not submit documentary proof sufficient to show ownership as of December 16, 2015, the Claimant's eligibility may also be determined by the Class Administrator's reference to public property records. Proof of water source may be provided by a copy of a Village Municipal Water System water bill (of any date) or any other form of proof deemed appropriate by the Class Administrator. If the Class Administrator is able to obtain public records that establish property ownership as of December 16, 2015, and/or water source of the property, the obligation of the Claimant to provide such proof may be waived by the Class Administrator.
  - (b) Private Well Water Property Settlement Class. To demonstrate eligibility to receive payment as a Private Well Water Property Settlement Class Member, Claimants must complete the Claim Form and provide proof that they owned Eligible Property in the Village of Hoosick Falls or Town of Hoosick that obtained its drinking water from a private well contaminated with PFOA and that they owned that property at the time at which detectable levels of PFOA were discovered in the property's private well through a water test on or after December 16, 2015. Proof of ownership may include a combination of the following: 1) a copy of the deed to the property; 2) a copy of a tax bill demonstrating ownership of the property as of the date when PFOA was discovered in the private well through a water test; and/or 3) any other form of proof deemed appropriate by the Class Administrator. If the Claimant does not submit documentary proof of ownership, the Claimant's eligibility may also be determined by the Class Administrator's reference to public property records. Proof of

detectable levels of PFOA in the property's private well water may be demonstrated by a copy of test results reporting a detectable level of PFOA in the property's private well water on or after December 16, 2015 from a qualified laboratory or from the State of New York, or any other form of proof deemed appropriate by the Class Administrator. If the Class Administrator is able to obtain public records and/or confidential records and data provided by the NYSDEC that establish property ownership as of December 16, 2015 and/or detectable levels of PFOA in the property's private well on or after December 16, 2015, the obligation of the Claimant to provide such proof may be waived by the Class Administrator.

- (c) The Class Administrator shall review the Claim Form and any supporting documentation and determine whether the Claimant is an eligible Class Member such that he/she (or in their capacity as a representative) may receive benefits. A Claim Form postmarked after the New Enrollment Period concludes will be rejected by the Class Administrator as untimely, and the Claimant submitting such Claim Form cannot qualify to receive payment from the Settlement.
  - (d) The Claim Form shall be in substantially the same form as Exhibit 2 attached hereto. The Claim Form shall be available on the settlement website and by such other means as directed in the Preliminary Approval Order. The Class Administrator shall be entitled to verify the identity of any Claimant and any information required by the Claim Form.
  - (e) If the Class Administrator determines that a Claimant has submitted insufficient proof of eligibility, the Class Administrator will provide an opportunity for the Claimant to cure the submission to the extent practicable.
- c. Calculation of the dollar amounts of the payments made to eligible Municipal Water Property Class and Private Well Property Class Participants shall be determined by the process outlined in Section 4(a) of the 2021 Class Settlement.

## **7. Excess or Remaining EIDP Settlement Funds**

- a. To the extent any funds remain from the EIDP Settlement after all payments have been made to eligible Class Members in the MM Program and eligible Class Members in the Municipal Water/Private Well Property Settlement Classes, as well as all administrative expenses, attorneys' fees/expenses, and service awards pursuant to this Agreement, at the sole direction of Class Counsel, those remaining amounts shall be handled and distributed as follows:

- i. Excess funds, if any, from the One Time Payment following the distribution set forth herein pursuant to this Agreement, shall be reallocated to the MM Fund.
- ii. Excess funds, if any, from the Periodic Payments and MM One Time Payment, as well as any excess funds described in Paragraph 7(a)(ii), shall be allocated on a pro rata basis to participants in the MM Program as described in Section 4(c)(v)(1) of the 2021 Class Settlement Agreement, except that all excess funds from this Settlement shall be distributed. This Agreement shall not limit what individual MM Program participants choose to do with any excess funds distributed.

## 8. Settling Parties' Efforts to Obtain Final Approval

- a. Class Representatives and Class Counsel have concluded, after a thorough investigation and after carefully considering the relevant circumstances, including the Claims asserted, the legal and factual defenses thereto, and the applicable law, the burdens, risks, uncertainties, and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Claims, that it would be in the best interests of Class Members to enter into this Settlement Agreement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for Class Members, and further, that Class Representatives and Class Counsel consider the Settlement set forth herein to be fair, reasonable, and adequate and in the best interests of Class Members and shall recommend approval of this Agreement by the Court, and support approval of this Settlement as fair, adequate and reasonable. Class Counsel further agrees to undertake all reasonable and proper steps and efforts to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any appeals from or challenges to the Final Approval Order. Those steps shall include the following:
  - i. Execution of Agreement. The Parties, through their respective counsel, shall execute this Agreement, including signatures from all Class Representatives; and
  - ii. Preliminary Approval of Settlement and Notice. As soon as reasonably possible upon execution of this Agreement but by no later than any deadline set by the Court, Class Counsel and counsel for EIDP shall file a joint motion with the Court for entry of a Preliminary Approval Order. The joint motion shall seek an order:
    - (a) Preliminarily approving the terms and conditions of the Settlement embodied in this Agreement subject to the Fairness Hearing and final approval by the Court in the Final Approval Order;
    - (b) Finding that the Notice Plan described in Exhibit 3 and the Class Notice in the form of Exhibit 4 to this Agreement fairly and adequately: (a) describe the terms and effect of this Agreement and the Settlement; (b) give adequate notice of the time and place of the Fairness Hearing for

final approval of the Settlement; (c) describe how Class Members may object to approval of the Settlement or opt out of the Settlement; and (d) satisfy the due process requirements of Fed.R.Civ.P. 23(e) and Second Circuit law regarding notice to Class Members of the Settlement, and;

- (c) Providing Class Notice. The Settling Parties agree that, subject to Court approval, the Class Administrator shall provide Class Notice of the proposed Settlement to Class Members as required by Federal Rule of Civil Procedure 23(e) and all applicable due process requirements in accordance with the Notice Plan described in Exhibit 3 to this Agreement with any modifications directed in the Preliminary Approval order; and
- (d) Providing Notice Pursuant to CAFA. EIDP shall provide the notice required by the Class Action Fairness Act, 28 U.S.C. 1715, ("CAFA") to the appropriate federal and New York state officials within ten (10) days after the Parties file the Joint Preliminary Approval Motion with the Court, and EIDP agrees to provide copies to Class Counsel at the same time; and
- (e) Motion for Final Approval of Class Settlement. At least twenty (20) days prior to the Fairness Hearing, Class Counsel and counsel for EIDP shall file a joint motion seeking a Final Approval Order in this Action that approves the Settlement embodied in this Agreement and that enters a judgment dismissing the Released Claims with prejudice; and
- (f) The Fairness Hearing. On the date and time set by the Court, Class Counsel and counsel for EIDP shall participate in the hearing at which the Court will determine: whether the proposed Settlement of the Action on the terms and conditions provided in this Agreement is fair, reasonable and adequate and should be approved by the Court; whether a judgment should be entered herein; whether the distribution of the Settlement Amount as provided in this Agreement should be approved; and whether the amount of fees and expenses that Class Counsel request is reasonable and should be approved. Class Counsel and counsel for EIDP will reasonably cooperate with one another to obtain an Order consistent with the Proposed Preliminary Approval Order attached as Exhibit 1 to this Agreement.

## 9. Objection Procedure

- a. Each Class Member wishing to object to the Settlement shall serve on the Parties a timely and valid written statement of objection that complies with the objection procedures described in the Class Notice no later than ninety (90) days after the Court

preliminarily approves the Settlement. Class Counsel shall file all such objections with the Court as least twenty (20) days prior to the Final Approval Hearing.

- b. To be timely and valid, the objection must have a verified submission date on or before the objection deadline and must include (i) the full name, current address, and telephone number of the objector; (ii) a statement of the facts that make the objector a Class Member; (iii) a statement articulating the objection with specificity referencing the provisions of the Settlement that are the subject of the objection; and (iv) the signature of the objector.
- c. To be timely and valid, a statement of objection must be postmarked or received on or before the objection deadline, as specified in the Court's Preliminary Approval Order.
- d. No “mass” or “class” objections shall be valid, and no Class Member may submit a statement of objection on behalf of any other Class Member; provided however that a Class Member who is the legal guardian of a minor or disabled Class Member or the legal representative of an incompetent or deceased Class Member may submit a statement of objection on behalf of that Class Member.
- e. Unless the Court orders otherwise, only those Class Members whose statements of objection express an intention to appear at the Final Approval Hearing shall have the right to present their objections orally at the Final Approval Hearing.
- f. Plaintiffs and EIDP shall have the right but not the obligation to respond to any timely-filed objection by filing with the Court and serving the objecting Class Member (or his or her counsel) no later than seven (7) days prior to the Final Approval Hearing.
- g. Class Member that does not submit a timely and valid objection shall have waived, and shall be foreclosed from making, any challenge to this Agreement or the Settlement in the Action or any other proceeding.

## **10. Opt Outs**

- a. The Parties agree that, prior to Final Approval of this Settlement, Class Members from the Municipal Water Property Settlement Class and the Private Well Property Settlement Class may exclude themselves from this Settlement following the procedure stated in the Class Notice, which is attached to the Agreement as Exhibit 4, which notice the Class Administrator shall deliver to Class Members in accordance with the Notice Plan, which is attached to the Agreement as Exhibit 3.
- b. To be timely and valid, an Opt Out request must have a verified submission date on or before ninety (90) days after the Court preliminarily approves the Settlement (“the Opt Out Deadline”) and must include (i) the full name, current address, and telephone number of the requestor; (ii) a statement of the facts that

make the requestor a Class Member; (iii) a statement requesting exclusion from the Settlement; and (iv) the signature of the requestor.

- c. Any Class Member that submits a timely and valid Opt Out request (i) shall not be bound by any orders or judgments entered in the Action to implement and effectuate the Settlement and this Agreement; (ii) shall not be entitled to any of the relief or other benefits provided under this Agreement; (iii) shall not gain any rights by virtue of this Agreement; and (iv) shall not be entitled to submit an objection.
- d. Any Class Member that does not submit a timely and valid Opt Out request submits to the jurisdiction of the Court and shall be bound by the terms of this Agreement and by all orders and judgments in the Action to implement and effectuate the Settlement and this Agreement.
- e. If a Municipal Well or Private Well Property Settlement Class Member submits a timely and valid Opt Out request, and that Settlement Class Member owns an Eligible Property jointly with one or more other Property Settlement Class Members, all Settlement Class Members owning such property shall be deemed to have submitted a timely and valid Opt Out request.
- f. No “mass” or “class” Opt Out requests shall be valid, and no Class Member may submit an Opt Out request on behalf of any other Class Member; provided, however, that a Class Member who is the legal guardian of a minor or disabled Class Member or the legal representative of an incompetent or deceased Class Member may submit an Opt Out request on behalf of that Class Member.
- g. Any Class Member that submits an Opt Out request may revoke the request by submitting a statement of revocation with a verified submission date no later than ten (10) days before the Final Approval Hearing; provided, however, that Class Counsel shall have the discretion to extend the deadline on a case-by-case basis with the approval of EIDP.
- h. As soon as practicable and no later than one hundred and twelve (112) days after the Court preliminarily approves the Settlement, the Class Administrator shall furnish the Parties with a final list of all timely and valid Opt Out requests that have been submitted and not revoked.
- i. The Released Parties reserve their right and option to terminate this Settlement in their sole discretion following a good faith review of the final Opt Out list, and as provided in the Supplemental Agreement Regarding Settlement Termination Rights. This option shall be exercised, if at all, no later than the later of (a) fourteen (14) days after receipt of the final list of all timely and valid Opt Out requests from the Class Administrator, or (b) one hundred and twelve (112) days after the Court preliminarily approves the Settlement. If the Released Parties exercise their option to terminate this Settlement, then the termination provisions set forth in Section 16(e) of this



Agreement shall apply. The Supplemental Agreement shall not be submitted to the Court except in the event of a dispute thereunder, or if the Courts orders it to be submitted, in which case the Parties shall seek to file it only under seal. The Supplemental Agreement Regarding Termination Rights is expressly incorporated into this Agreement.

# **11. Final Court Approval and Entry of Final Judgment**

- a. At least twenty (20) days prior to the Fairness Hearing and no earlier than one hundred and twenty (120) days after the Court preliminarily approves the Settlement and if the Released Parties decline to terminate the Settlement as provided herein, Plaintiffs and EIDP shall jointly move for the Court's final approval of this Settlement and agree to use their reasonable best efforts to obtain such approval under Federal Rule of Civil Procedure 23.
- b. The Parties shall file with the Court an agreed proposed Final Approval Order that (i) approves the Agreement in its entirety as fair, adequate, and reasonable under Federal Rule of Civil Procedure 23(e), (ii) certifies the Settlement Classes, for settlement purposes only; (iii) confirms appointment of the Claims Administrator and Medical Monitoring Administrator; (iv) confirms the appointment of Class Counsel, (v) finds that the Class Notice has satisfied the requirements set forth in Federal Rule of Civil Procedure 23(c)(2)(B); (vi) settles the claims of all named Minor Plaintiffs, absent Minor Class Members, and absent incompetent Class Members; (vii) dismisses with prejudice all claims in the Action asserted against the Released Parties, without further costs, including claims for interest, penalties, costs and attorneys' fees, (viii) bars and enjoins each Class Member from commencing, asserting, and/or prosecuting any and all Released Claims against any Released Party, (ix) enters final judgment as to the Released Parties and the claims against it in the Action; (x) confirms that EIDP has complied with and otherwise discharged its obligations under the Class Action Fairness Act, 28 U.S.C. § 1715(b); (xi) confirms that it retains continuing jurisdiction to administer the Settlement; and (xii) expressly incorporates the terms of this Agreement and provides that the Court retains continuing and exclusive jurisdiction over the Parties, the Class Members and this Agreement, to interpret, implement, administer and enforce the Agreement in accordance with its terms, including continuing jurisdiction over the MM Program and the Settlement Fund. The motion for Final Approval of this Settlement shall include a request that the Court enter the Final Approval Order and, if the Court grants Final Approval of the Settlement and incorporates the Agreement into the final judgment, that the Court shall dismiss Released Parties from this Action with prejudice, and enter final judgment as to them, subject to the Court's continuing jurisdiction to enforce the Agreement.
- c. If any Person, other than the Parties hereto, appeals the Court's Final Approval Order, the Parties will use their reasonable best efforts to oppose and defeat the appeal.

- d. The terms of this Agreement are conditioned upon the Court's Final Approval Order being entered, and, in the event the Final Approval Order is appealed, the dismissal of such appeal(s) or affirmance of the Court's Final Approval Order.
- e. In the event of any appeal, all dates in the Agreement triggered after the date of the Preliminary Approval Order or the Final Approval Order are stayed for the pendency of the appeal, and the Settling Parties agree that any statute of limitations that might begin to run during any such appeal on any of the Released Claims for any Class Member shall be tolled during the pendency of the appeal.

## **12. Attorneys' Fees, Costs, and Expenses**

- a. The Parties agreed to all substantive terms of this Agreement prior to discussing or reaching any agreement concerning attorneys' fees. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee based on some portion of the Settlement Amount. Subject to Class Counsel's application for attorneys' fees and expenses, and in accordance with the Final Approval Order, the Class Administrator shall pay Class Counsel the fixed dollar sum approved by the Court from the One Time Payment, out of which Class Counsel shall distribute attorneys' fees and litigation expenses. The approved attorneys' fees and expenses shall be paid only out of the One Time Payment. EIDP agrees not to object to any reasonable fee/expense request filed by Class Counsel, not to support any objection by any Class Member to such fees or expenses, and not to appeal the amounts awarded as fees and expenses by the Court. Any attorneys' fees and expenses paid to Class Counsel from the One Time Payment shall be paid only to the extent awarded by the Court and only after the Court has entered the Final Approval Order and dismissed the Class Claims with prejudice.
- b. Subject to final Court approval, the Class Administrator's fees and expenses for all work performed as specified herein shall be paid out of the One Time Payment but shall not be included as part of Class Counsel's application for attorneys' fees and expenses.
- c. The Medical Monitoring Fund Administration Costs and Fees for *New* MM Program participants in the 2021 Class Settlement MM Program (as defined in Section 5(b)) shall be paid from One-Time Payment and Periodic.
- d. Subject to Court approval, Class Representatives shall be entitled to receive a Service Award of up to \$25,000 each for their roles as a Class Representative. The Service Awards shall not exceed \$250,000 in the aggregate and shall be timely paid following receipt of the One-Time Payment.

## **13. Class Members' Release and Exclusive Remedy**

- a. Released Claims. Upon the Effective Date, the Releasing Parties shall have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released,

relinquished, waived, compromised, settled, and discharged the Released Parties from each and every past, present, and future claim and cause of action, including without limitation causes of action and/or relief created or enacted in the future—whether known or unknown, whether direct or indirect, individual or class, in constitutional, federal, state, local, statutory, civil, or common law or in equity, or based on any other law, rule, regulation, ordinance, directive, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, or for compensatory damages, consequential damages, incidental damages, statutory damages, punitive, special, multiple, treble, or exemplary damages, nominal damages, disgorgement, restitution, indemnity, contribution, penalties, injunctive relief, declaratory relief, attorneys’ fees, court costs, or expenses—that were or could have been asserted in the Action or any other forum, arising out of or related to, either directly or indirectly or in whole or in part: (i) the subject matter of any allegations contained in the Complaint, any allegations otherwise asserted in the Action, or the subject matter of any discovery obtained in the Action; (ii) the alleged presence of PFAS (including PFOA) in drinking water or the environment (including but not limited to in air, groundwater, surface water, municipal water, private well water, or soil) within the Village of Hoosick Falls or the Town of Hoosick; (iii) the sale, purchase, use, handling, transportation, release, discharge, migration, emission, spillage, or disposal of PFAS (including PFOA) to, at, or from a facility in or near the Village of Hoosick Falls or the Town of Hoosick, including any such PFAS (including PFOA) present as a result of disposal at or discharge to, directly or indirectly, any landfill, sewage system, water treatment facility, or any other location in and around the Village of Hoosick Falls or Town of Hoosick, and/or resulting in any alleged exposure of any Class Member to PFAS (including PFOA) through drinking water, inhalation, dermal contact, or otherwise; (iv) for any type of relief with respect to the acquisition, installation, maintenance, operation, or presence of, including the cost or purported inconvenience or loss of enjoyment of, property associated with whole-house filters, point-of-entry (POET) filters, point-of-use filters, municipal water, private well water, bottled water, alternative water supplies, or remediation; (v) for property damage or property-value diminution, including without limitation stigma, purportedly attributable to the alleged presence of PFAS (including PFOA) in the Village Municipal Water System or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around the Village of Hoosick Falls or the Town of Hoosick; and/or (vi) based on PFAS (including PFOA) in the blood or tissue of any Class Member (the “**Released Claims**”); provided, however, that the “Released Claims” do not include any individual claims of the Releasing Parties (a) for any damages (including for screenings, tests, examinations, and/or diagnostic procedures that are part of the MM Program) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or (b) to enforce the terms of this Agreement or the Final Approval Order. For purposes of this Agreement, “manifested bodily injuries that have resulted in a medically diagnosed condition” do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

- b. Exclusive Remedy. The relief provided for in this Agreement shall be the sole and exclusive remedy for all Releasing Parties with respect to any Released Claims, and the Released Parties shall not be subject to liability or expense of any kind with respect to any Released Claims other than as set forth in this Agreement.
- c. Covenant Not To Sue. Class Members shall not commence, prosecute, or cause to be commenced or prosecuted against, or with regard to the asserted conduct of any Released Parties any action or other proceedings, based upon the Released Claims or the conduct of the Class Administrator or Medical Monitoring Administrator.
- d. NY Gen Oblig. § 15-108. The releases set forth herein are given pursuant to New York law and shall be construed under New York law, including N.Y. General Obligations Law § 15-108, which bars claims for contribution by joint tortfeasors as provided for in article fourteen of the New York Civil Practice Law and Rules, without regard to New York's conflict or choice of law principles. This Agreement is expressly intended to absolve the Released Parties from any claims for contribution (however denominated) by any other Defendant(s), or any other Person sued or deemed responsible for any claim or damages arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York, including N.Y. General Obligations Law § 15-108, or of any other jurisdiction that might be construed or deemed to apply for claims of contribution (however denominated) against any Released Party.
- e. Minor Plaintiffs. Each of the Plaintiffs who filed this Action as parent and natural guardian of a Minor will apply to the Court individually or jointly for approval of the settlement on behalf of the Minor class representatives and all absent Minor Class Members. It is contemplated by the Parties that the Preliminary Approval Order will provide authority under Local Rules of Civil Practice, Rule 17.1 and N.Y. C.P.L.R. § 1201 for parents and guardians of all named Minor Plaintiffs and absent Class Members to sign Claim Forms and releases on behalf of their Minor children and wards. It is further contemplated by the Parties that an Order from the Court finally approving the Settlement shall effectuate a settlement under Local Rule 17.1 and N.Y. C.P.L.R. § 1207 for all named Minor Plaintiffs and absent Minor Class Members.
- f. Incompetent Absent Class Members. It is contemplated by the Parties that legal representatives of incompetent absent Class Members shall have authority to sign Claim Forms and releases on behalf of the absent Class Members they represent. Where a legal representative of an incompetent absent Class Member submits a Claim Form on that Class Member's behalf, that legal representative shall attest to their authority to act for the incompetent absent Class Member. It is contemplated by the Parties that the Preliminary Approval Order will provide authority under Local Rule 17.1 and N.Y. C.P.L.R. § 1201 for such legal representatives to sign the Claim Forms and releases on behalf of the incompetent Class Members they represent. It is contemplated by the Parties that an Order from the Court finally approving the Settlement shall effectuate a settlement under Local Rule 17.1 and N.Y. C.P.L.R. § 1207 for all absent incompetent Class Members.

- g. Deceased Absent Class Members. It is contemplated by the Parties that legal representatives of deceased absent Class Members shall have authority to sign Claim Forms and releases on behalf of the absent Class Members they represent. Where a legal representative of a deceased absent Class Member submits a Claim Form on that Class Member's behalf, that legal representative shall attest to their authority to act for the deceased absent Class Member.
- h. No Waiver of Defenses. The fact that the Released Parties have agreed to settle this Action on a classwide basis does not waive or otherwise affect any defenses or arguments in this Action or in any other case involving the Released Parties as it relates to claims for medical monitoring, property damage, or any other claim or type of damage or remedy that was or could have been asserted in this Action, including but not limited to opposing class certification. The Released Parties reserve and expressly do not waive or forfeit any claims, defenses, or arguments that they did assert, could have asserted, or may assert in the future, including as to any claims or causes of action that are outside the definition of "Released Claims." Nothing in this Agreement, the Settlement, or the orders, filings, proceedings, or negotiations related to this Agreement or the Settlement shall prejudice the Released Parties' rights to oppose class certification, for purposes of litigation, in the Action or any other lawsuit. This section does not prevent this Agreement and the related orders, filings and proceedings from being used as evidence or argument concerning whether the Action or any other lawsuit may be certified for solely settlement purposes.
- i. Covenant Not To Sue. Each of the Releasing Parties shall forever refrain from instituting, maintaining, prosecuting, or continuing any suit, action, arbitration, or proceeding against any of the Released Parties with respect to the Released Claims.
- j. Waiver of Statutory Rights. To the extent the provisions apply, the Releasing Parties expressly, knowingly, and voluntarily waive the provisions of Section 1542 of the California Civil Code, which provides as follows: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. To the extent the provisions apply, the Releasing Parties likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. To the extent the laws apply, the Releasing Parties expressly waive and relinquish all rights and benefits that they may have under, or that may be conferred upon them by, Section 1542 of the California Civil Code, Section 20-7-11 of the South Dakota Codified Laws, and all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to the Released Claims. In connection with such waiver and relinquishment, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to the Released Claims,

but that it is their intention to accept and assume that risk and fully, finally, and forever release, waive, compromise, settle, and discharge all of the Released Claims against Released Persons. The release thus shall remain in effect notwithstanding the discovery or existence of any additional or different claims or facts.

- k. Full and Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, arbitration, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, or that asserts any Released Claims against any of the Released Parties.

#### **14. Fees and Expenses of Class Administrator and Medical Monitoring Administrator**

- a. All fees and expenses necessary for the administration of Class Benefits, including fees and expenses of the Class Administrator, shall be paid solely from the One Time Payment and approved by the Court.
- b. All fees and costs for administration of the Medical Monitoring program for New MM Program participants in 2021 Class Settlement MM Program (as defined in Section 5(b)) shall be paid from One-Time Payment and Periodic Payments.

#### **15. Representations and Warranties**

- a. Plaintiffs represent and warrant to the Released Parties as follows:
  - i. Each of the Plaintiffs is a Class Member.
  - ii. Each of the Plaintiffs has received legal advice from Class Counsel regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
  - iii. No portion of any of the Released Claims possessed by any of the Plaintiffs and no portion of any relief under this Agreement to which any of the Plaintiffs may be entitled has been assigned, transferred, or conveyed by or for any of the Plaintiffs to any other Person, except pursuant to any contingency fee agreement with Class Counsel.
  - iv. None of the Plaintiffs is relying on any statement, representation, omission, inducement, or promise by any of the Released Parties, their agents, or their representatives, except those expressly stated in this Agreement.
  - v. Each of the Plaintiffs, or for named Minor Plaintiffs their legal guardians, has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with Class Counsel or other attorneys.



- vi. Each of the Plaintiffs, or for named Minor Plaintiffs their legal guardians, has all necessary competence and authority to enter into this Agreement on his or her own behalf or on behalf of any named Minor Plaintiffs, and on behalf of the respective Class Members they represent. Each of the Plaintiffs who filed this Action as parent and natural guardian of a Minor has complied, and for purposes of this Settlement will comply, with all applicable state and federal laws pertaining to Minors and legal representative and guardian laws, and has the authority and capacity to bind the named Minor Plaintiff to this Agreement.
  - vii. None of the Plaintiffs will Opt Out or file an Objection.
- b. Class Counsel represents and warrants to the Released Parties as follows:
- i. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Settlement Class Member and that participation in the Settlement would be in the best interests of each Settlement Class Member.
  - ii. Class counsel does not currently represent any client or clients that communicated to Class Counsel a plan to, or are considering whether to, opt out or file an objection, or otherwise challenge the Settlement or this Agreement. Furthermore, Class Counsel represents that it is not aware of any class member who has indicated an intention to opt out of or object to the Settlement.
  - iii. Class Counsel recognizes the risk that they could have a conflict of interest if they represented (directly or indirectly) any client in connection with an effort to opt out, file an objection, or otherwise challenge the Settlement or this Agreement.
  - iv. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to opt out, file an objection, or otherwise challenge this Settlement or this Agreement.
  - v. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Plaintiffs and the Settlement Classes.
  - vi. Each of the Plaintiffs, or for Minor Plaintiffs, their legal guardians, has approved and agreed to be bound by this Agreement.
  - vii. The representations in Section 15(a) of this Agreement are true and correct to the best of Class Counsel's knowledge.

## 16. Termination of the Agreement

- a. If the Court declines to approve this Settlement, this Agreement shall automatically terminate and become null and void.
- b. The Parties acknowledge and agree that for purposes of this Agreement, if any court or any appellate court enters an order modifying or altering this Agreement, either Party may be terminate the Agreement by providing written notice of the Party's decision to terminate the Agreement no later than thirty days following issuance of the order. Notwithstanding the above, the Court's entry of an order for Class Counsel's attorneys' fees and expenses at an amount less than Class Counsel's fee and expense request shall not be grounds to void this Agreement. The only remedy in the event of a fee/expense award below Class Counsel's fee/expense request shall be a separate appeal by Class Counsel of the fee and expenses award provided by the Court, the filing of any such an appeal shall operate just like any other appeal with respect to the timing for payment of The Settlement Payments by the Released Parties for purposes of the Effective Date.
- c. If an appeal is pending of an order declining to approve the Agreement or modifying this Agreement, this Agreement shall not be terminated until final resolution or dismissal of any such appeal, except by written agreement of the Settling Parties.
- d. The Released Parties' Termination Option. As also explained in Section 10(i), the Released Parties reserve their right and option to terminate this Settlement in their sole discretion following a good faith review of the final opt out list under the criteria provided in the Supplemental Agreement Regarding Settlement Termination Rights. If the Released Parties exercise their right to terminate under this Supplemental Agreement, the Parties shall have thirty (30) days to resume settlement negotiations and, unless the Parties agree otherwise in writing, the Settlement will terminate thirty-one (31) days after notification to Class Counsel and the Court of the election to terminate, which shall have such effect as described in Section 16(e) of the Agreement.
- e. Consequences of Termination of the Agreement. If this Agreement is terminated and rendered null and void for any reason specified in this Agreement, the following shall occur:
  - i. The Action shall for all purposes with respect to the Parties revert to their status as of the time prior to the signing of this Agreement, reserving to the Parties all claims and defenses, including but not limited to opposing class certification, and Class Counsel and Counsel for EIDP agree to seek postponement of all deadlines then existing for a period of at least one month from the date of the termination of this Agreement.
  - ii. All releases and dismissals delivered pursuant to the Agreement shall be null and void; none of the terms of this Agreement shall be effective or

enforceable; and neither the fact nor the terms of this Agreement shall be offered or received in evidence in the Actions or in any other such action or proceeding for any purpose.

- iii. This Settlement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Parties, and the Parties further agree to jointly move the Court to vacate all Orders issued pursuant to this Settlement.

## 17. Liens and Medicare Obligations

- a. Any liens or subrogation interests as to any damage to real property or other property of a Class Member shall be the responsibility of that Class Member. Any lines or subrogation interests as to any costs, expenses, or fees incurred by a Class Member in connection with any alleged exposure to PFAS (including PFOA) shall be the responsibility of that Class Member. Nothing in this Agreement is intended to create or give rise to any liens or subrogation claims not otherwise provided by law or contract. Class Members agree that the nature and extent of any and all applicable medical liens or any type or subrogation interests, including any Medicare or Medicaid set-asides or interests, if any, shall be determined by Class Members and their attorneys, and that Class Members shall indemnify and hold Released Parties harmless with respect to any and all subrogation interests, liens and set-asides. To the extent anything involving this Settlement or any payments received by any Class Member pursuant to this Settlement affects or changes in any way a Class Member's Medicare or Medicaid status or liability, the Released Parties shall have no responsibility, liability or obligation with respect to such changes. Class Members acknowledge and agree that they do not rely upon any statements or representations of the Released Parties with respect to the nature and extent of such subrogation and lien claims but rather rely upon their attorneys to determine the same.
- b. This Agreement has been drafted to avoid any impacts to the rights of any public or private program (e.g. Medicare) or to Class Members' rights thereunder, and Class Counsel believe in good faith that participating in this Settlement will have no impact on future Medicare or Medicaid benefit eligibility. However, by choosing to participate, Settlement Class Members acknowledge that (i) the Settlement could possibly impact, limit, or preclude their rights to receive certain future Medicare benefits arising out of the allegations in this lawsuit; and (ii) they want to proceed with the Settlement and voluntarily waive any and all claims against the Released Parties for denial of Medicare benefits related to the Settlement. 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 claims for reimbursement of public or private medical insurance benefits paid on behalf of the Releasing Parties. The Releasing Parties voluntarily waive any and all claims of any nature against the Released Parties related to any effort by Medicare or a Medicare Advantage

Organization to demand payment of covered medical expenses that are asserted to be related to this Settlement, including but not limited to a private cause of action under 42 U.S.C. § 1395y(b)(3)(A). Class Counsel has considered Medicare's interest in any potential Medicare-covered medical expenses occurring before or after the Effective Date and are satisfied that no allocation for expenses to protect Medicare's interest now or in the future is necessary and will not allocate any amount of the proceeds of this Settlement for past or future medical expenses, but reserve the right to do so in the future if necessary and appropriate in the sole discretion of the Medical Monitoring Administrator.

## 18. Miscellaneous

- a. Jurisdiction and Venue. The United States District Court for the Northern District of New York shall retain jurisdiction over the Parties (1) to direct the Class Administrator, after the Effective Date, to distribute The Settlement Payments in accordance with the Final Approval Order and (2) to resolve any dispute which may arise regarding this Agreement including any dispute regarding validity, performance, interpretation, administration, enforcement, enforceability, or whether the Agreement should be deemed terminated because the Parties are unable to satisfy one or more unwaived conditions.
- b. Governing Law. The Agreement shall be governed, construed by, and follow the law of the State of New York. Jurisdiction and venue for all proceedings in connection with the Agreement, or arising as a result of any matter relating to this Settlement, or addressed in the Agreement, shall be in the United States District Court for the Northern District of New York.
- c. All Reasonable Efforts. The Parties agree to cooperate with one another and use all reasonable efforts to support, promote, and obtain court approval and finality, and to exercise reasonable efforts to accomplish the terms and conditions of this Agreement.
- d. Non-disparagement. Recognizing that all Parties negotiated in good faith to reach an arms-length settlement, the Parties and their counsel agree that their public statements will not disparage the Released Parties, the Settlement or the Agreement, or any Party's motivations, reasons, or decision to enter into the Settlement Agreement.
- e. Binding Nature. This Agreement shall be binding upon an inure to the benefit of the Parties, the Class Members, and their respective agents, employees, representatives, heirs, executors, administrators, successor and assigns.
- f. Entire Agreement. This Agreement constitutes the entire Settlement among the Class Members and the Released Parties as to the Class Claims and supersedes all prior agreements or understandings between them relating to the settlement of the Class Claims in the Action.

- g. Mistake. Each of the Parties to the Agreement has investigated the facts pertaining to it to the extent each Party deems necessary. In entering into this Agreement, each Party assumes the risk of mistake with respect to such facts. This Agreement is intended to be final and binding upon the Parties regardless of any claim of mistake.
- h. Finality. This Agreement is intended to be final and binding among the Parties, and is further intended to be a full and final accord and satisfaction between and among them. Each Party relied on the finality of this Agreement as a material factor inducing that Party's execution of this Agreement.
- i. Authorization to Settle. Each of the Parties (or, for Minor Plaintiffs, their legal guardians) has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the Person signing this Agreement on its behalf to do so.
- j. Construction. This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any of the Parties based upon the contention that this Agreement or portion of it was purportedly drafted or prepared by one of the Parties. The Parties agree that the language in all parts of the Agreement shall be construed as a whole, according to its fair meaning. Any captions, titles, headings, or subheadings in this Agreement has been inserted for convenience of reference only and shall have no effect upon the construction or interpretations of any part of this Agreement.
- k. Execution. This Agreement may be executed in counterparts, including via electronic signature, and shall be binding once all Parties have executed the Agreement. The Parties further agree that signatures provided by portable document format (PDF) or other electronic transmission shall have the same force and effect as original signatures.
- l. Dispute Resolution. The Parties will attempt to resolve any disputes regarding this Agreement in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the United States District Court for the Northern District of New York for resolution.
- m. No Liability. No Person shall have any claim against any Plaintiffs, Class Members, Class Counsel, Released Parties, counsel for the Released Parties, the Claims Administrator, or the Medical Monitoring Administrator based on actions that any Plaintiffs, Class Members, Class Counsel, Released Parties, counsel for Released Parties, the Claims Administrator, or the Medical Monitoring Administrator were required or permitted to take under this Agreement, the Preliminary Approval Order, or the Final Approval Order. No Person shall have any claim against any Released Parties or counsel for Released Parties related to administration of the Settlement, including the Medical Monitoring Program or the allocation or distribution of The Settlement Payments. No Person shall have any claim against Plaintiffs, Class Counsel, the Claims Administrator, or the Medical Monitoring Administrator related

to the administration of the Settlement (including making payments to Class Members), except for in the presence of proven willful misconduct. No Person shall have any claim against Class Counsel, the Class Administrator, the Medical Monitoring Administrator, the Released Parties, or counsel for Released Parties related to representations made by a parent or guardian pursuant to Section 15(a) or by a parent, guardian, or legal representative on the Claim Form regarding a Minor, incompetent, or deceased Class Member, including without limitation purported inaccuracies or misstatements regarding the parent's, guardian's, or legal representative's legal relationship to and authority relative to that Class Member.

- n. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof, and it supersedes all prior and contemporaneous oral and written agreements and discussions among them on that subject matter. The Settlement is not subject to any condition, representation, warranty, or inducement not expressly provided for herein, and, except as identified in Sections 16(e) and 10(i), there exist no collateral or oral agreements, promises, conditions, representations, warranties, or inducements among any of the Parties, Class Counsel, Released Parties or counsel for the Released Parties related to the subject matter of the Agreement that supersede or supplement the Agreement.
- o. Deadlines. If the last date for the performance of any action required or permitted by this Agreement falls on a Saturday, Sunday, or Court or public holiday, that action may be performed on the next business day as if it had been performed within the time period provided for performance of the action.
- p. Reasonable Extensions and Efforts. The Settling Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Agreement, subject to approval by the Court.
- q. Amendment. This Agreement may be amended only by a writing executed by all signatories hereto, provided that after Court approval, this Agreement may be modified or amended only by written agreement signed on behalf of the Parties and approved by the Court.
- r. Severability. The provisions of this Agreement are not severable, except as provided in the Agreement.
- s. Waiver. The provisions of this Agreement may be waived only by written agreement signed by the waiving party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.
- t. Materiality of Appendices and Exhibits. All of the Appendices and Exhibits to the Settlement Agreement are material and integral parts thereof.



- u. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiaries except Class Members and the Released Parties other than EIDP, who are the intended third-party beneficiaries.
- v. Force Majeure. The failure of any Party to perform any of its obligations hereunder shall not subject any Party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by Acts of God, fires, accidents, other natural disasters, interruptions or delays in communications or transportation, labor disputes or shortages, shortages of material or supplies, governmental laws, rules or regulations of other governmental bodies or tribunals, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such Party.
- w. Notices. Any notice, demand or other communication under this Agreement (other than Class Notice) shall be in writing and shall be deemed duly given upon receipt if it is addressed to the intended recipient as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

To Plaintiffs/Class Representatives/Class Members:

Stephen G. Schwarz  
Hadley E. Lundback  
Faraci Lange, LLP  
1882 South Winton Road, Suite 1  
Rochester, NY 14618  
[sschwarz@faraci.com](mailto:sschwarz@faraci.com)  
[hadley@faraci.com](mailto:hadley@faraci.com)

James J. Bilsborrow  
Weitz & Luxenberg  
700 Broadway  
New York, NY 10003  
[jbilsborrow@weitzlux.com](mailto:jbilsborrow@weitzlux.com)

To The Released Parties:

John M. Johnson  
Lana A. Olson  
Lightfoot, Franklin & White, LLC  
400 20<sup>th</sup> Street North  
Birmingham, AL 35242  
[jjohnson@lightfootlaw.com](mailto:jjohnson@lightfootlaw.com)  
[lolson@lightfootlaw.com](mailto:lolson@lightfootlaw.com)

[SIGNATURES ON NEXT PAGES]

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APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

Signed by:

*Michele Baker*

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Date: 10/7/2025

**Plaintiff Charles Carr**

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Date:

**Plaintiff Angela Corbett**

\_\_\_\_\_  
Date:

**Plaintiff Pamela Forrest**

\_\_\_\_\_  
Date:

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

**Plaintiff Jennifer Plouffe**

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Date:



APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

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Date:

**Plaintiff Charles Carr**

*Charles Carr*

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Date:

10/8/25

**Plaintiff Angela Corbett**

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Date:

**Plaintiff Pamela Forrest**

\_\_\_\_\_  
Date:

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

**Plaintiff Jennifer Plouffe**

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Date:

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APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

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Date:

**Plaintiff Charles Carr**

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Date:

**Plaintiff Angela Corbett**

Signed by:



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Date: 10/6/2025

**Plaintiff Pamela Forrest**

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Date:

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

**Plaintiff Jennifer Plouffe**

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Date:



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APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

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Date:

**Plaintiff Charles Carr**

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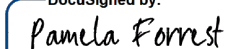
Date:

**Plaintiff Angela Corbett**

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Date:

**Plaintiff Pamela Forrest**

Docusigned by:  


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Date: 10/8/2025

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

**Plaintiff Jennifer Plouffe**

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Date:

APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

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Date:

**Plaintiff Charles Carr**

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Date:

**Plaintiff Angela Corbett**

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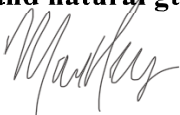
Date:

**Plaintiff Pamela Forrest**

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Date:

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**



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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

**Plaintiff Jennifer Plouffe**

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Date:



APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

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Date:

**Plaintiff Charles Carr**

\_\_\_\_\_  
Date:

**Plaintiff Angela Corbett**

\_\_\_\_\_  
Date:


**Plaintiff Pamela Forrest**

\_\_\_\_\_  
Date:

**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

\_\_\_\_\_  
Date:

**Plaintiff Kathleen Main-Lingener**

  
October 7<sup>th</sup>, 2021  
Date:

**Plaintiff Jennifer Plouffe**

\_\_\_\_\_  
Date:

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APPROVED AND AGREED TO:

**Plaintiff Michele Baker**

\_\_\_\_\_  
Date:

**Plaintiff Charles Carr**

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Date:

**Plaintiff Angela Corbett**

\_\_\_\_\_  
Date:

**Plaintiff Pamela Forrest**

\_\_\_\_\_  
Date:

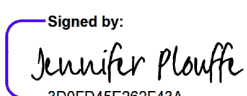
**Plaintiff Michael Hickey, individually  
and as parent and natural guardian  
of O.H., infant**

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Date:

**Plaintiff Kathleen Main-Lingener**

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Date:

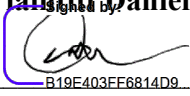
**Plaintiff Jennifer Plouffe**

Signed by:  
  
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Date: 10/8/2025

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**Plaintiff Daniel Schuttig**

  
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Date: 10/9/2025

**Plaintiff Silvia Potter, individually and  
as parent and natural guardian of C.P., infant**

\_\_\_\_\_  
Date:

**Plaintiff Kristin Miller, as parent and  
natural guardian of K.M., infant**

\_\_\_\_\_  
Date:

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**Plaintiff Daniel Schuttig**

\_\_\_\_\_  
Date:

**Plaintiff Silvia Potter, individually and  
as parent and natural guardian of C.P., infant**

Signed by:

Silvia Potter

\_\_\_\_\_  
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Date: 10/10/2025

**Plaintiff Kristin Miller, as parent and  
natural guardian of K.M., infant**

\_\_\_\_\_  
Date:

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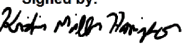
**Plaintiff Daniel Schuttig**

\_\_\_\_\_  
Date:

**Plaintiff Silvia Potter, individually and  
as parent and natural guardian of C.P., infant**

\_\_\_\_\_  
Date:

**Plaintiff Kristin Miller, as parent and  
natural guardian of K.M., infant**

Signed by:  
  
\_\_\_\_\_  
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Date: 10/8/2025

**Class Counsel**

FARACI LANGE, LLP



By: Stephen G. Schwarz

Date:

WEITZ & LUXENBERG, PC

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By: James J. Bilsborrow

Date:

**EIDP**

LIGHTFOOT, FRANKLIN & WHITE, LLC.

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By: John M. Johnson

Date:



Docusign Envelope ID: 67A474F8-E148-42ED-B71F-593E94F4ED9F

**Class Counsel**

FARACI LANGE, LLP

---

By: Stephen G. Schwarz

Date:

WEITZ & LUXENBERG, PC

Produced by:

*James Bilsborrow*

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By: James J. Bilsborrow

Date: 10/16/2025

**EIDP**

LIGHTFOOT, FRANKLIN & WHITE, LLC.

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By: John M. Johnson

Date:

**Class Counsel**

FARACI LANGE, LLP

---

By: Stephen G. Schwarz

Date:

WEITZ & LUXENBERG, PC

---

By: James J. Bilsborrow

Date:

**EIDP**

LIGHTFOOT, FRANKLIN & WHITE, LLC.



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By: John M. Johnson

Date:

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK**

MICHELE BAKER; CHARLES CARR; ANGELA CORBETT; PAMELA FORREST; MICHAEL HICKEY, individually and as parent and natural guardian of O.H., infant; KATHLEEN MAIN LINGENER; KRISTEN MILLER, as parent and natural guardian of K.M., infant; JENNIFER PLOUFFE; SYLVIA POTTER, individually and as parent and natural guardian of C.P., infant; and DANIEL SCHUTTIG, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

E.I. DUPONT DE NEMOURS AND COMPANY,  
  
Defendant.

Civ. No. 1:16-CV-917  
(MAD/DJS)

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

Plaintiffs Michele Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey, individually and as parent and natural guardian of O.H., infant, Kathleen Main-Lingener, Kristin Miller, as parent and natural guardian of K.M., infant, Jennifer Plouffe, Silvia Potter, individually and as parent and natural guardian of C.P., infant, and Daniel Schuttig (“Plaintiffs”), on behalf of themselves and Class Members, and Defendant E.I. du Pont de Nemours and Company now known as EIDP, Inc. (“EIDP”), by their respective counsel, have submitted a Class Settlement Agreement to this Court, and Plaintiffs have moved under Federal Rule of Civil Procedure 23(e) for an order: (1) preliminarily certifying the Settlement Classes; (2) preliminarily approving the Settlement; (3) approving the Notice Plan and Claim Forms; (4) appointing KCC as the Class Administrator and directing it to commence the Notice Plan; (5) providing authority pursuant to Local Rule of Civil Practice, Rule 17.1 and N.Y. C.P.L.R. § 1201 for parents and guardians of all minor Class

Members, and for legal representatives of absent incompetent Class Members, to sign Claim Forms and releases on behalf of Class Members they represent; (6) setting deadlines for filing Claim Forms, opting out or objecting to the Settlement; and (7) scheduling a Fairness Hearing to consider final approval of the Settlement and any application for attorneys' fees, costs, and Service Awards. The Court has considered the terms of the Settlement, the exhibits to the Agreement, the record of proceedings, and all papers and arguments submitted in support, and now finds that the motion should be, and hereby is, **GRANTED**.

**ACCORDINGLY, THE COURT FINDS AND ORDERS:**

1. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over Plaintiffs, EIDP, and the Released Parties (the "Parties") for purposes of this Settlement.
2. Capitalized terms not otherwise defined in this Order have the definitions set forth in the Agreement.

**SUMMARY OF THE LITIGATION AND SETTLEMENT**

3. The Court's Order granting preliminary settlement approval to the 2021 Settlement summarizes the litigation from commencement in 2016 through resolution with Saint-Gobain Performance Plastics Corp., Honeywell International Inc., and 3M Company. *See* ECF No. 291. The Court granted final approval to the 2021 Settlement on February 4, 2022, and certified four classes for settlement purposes: two classes asserting loss of property value, a class asserting claims for private nuisance, and a medical monitoring class. *See* ECF No. 316.
4. The 2021 Settlement provided for cash payments to the property and nuisance class members, and the establishment of a ten-year medical monitoring program to be administered through the Southwestern Vermont Medical Center. *Id.*

5. On September 30, 2022, the Court certified three litigation classes against the sole remaining defendant in this matter, EIDP. *See* ECF No. 324. One certified litigation class sought lost property value as a result of the contamination of the Village Municipal Water System; a second certified litigation class sought lost property value as a result of the contamination of private wells in the Town of Hoosick; and a final certified litigation class sought medical monitoring as a result of their exposure to PFOA in either the Village Municipal Water System or the drinking water of private wells in the Town of Hoosick. *See id.*

6. Pursuant to a subsequent Court Order, on March 7, 2023, Plaintiffs filed a Third Amended Master Complaint that removed Saint-Gobain Performance Plastics Corp., Honeywell International Inc., and 3M Company and all claims alleged against them following the 2021 Class Settlement. *See* ECF Nos. 354, 355.

7. On October 28, 2022, the Court issued a Pretrial Case Management and Scheduling Order to govern merits discovery, summary judgment, and trial. ECF No. 335. During the merits discovery phase, Plaintiffs noticed and conducted seven additional depositions of fact and Rule 30(b)(6) witnesses produced by EIDP. Merits fact discovery was completed by April 28, 2023. Plaintiffs then served merits expert reports from six experts, in addition to the expert reports that had been served during the class certification phase. EIDP responded by serving ten additional expert reports in August of 2023. Expert depositions of the sixteen merits experts were then conducted between October 2023 and December 31, 2023.

8. In January 2024, Plaintiffs moved to exclude the expert opinions of three EIDP experts, *see* ECF Nos. 396, 399, 404, and EIDP moved to exclude certain opinions of seven of Plaintiffs' experts, *see* ECF Nos. 397, 398, 400, 402. EIDP also moved for summary judgment. ECF No. 406.



9. The motions to exclude expert testimony were argued before Magistrate Judge Stewart on September 10, 2024, and two of the motions were granted in part, while the other motions were denied. *See* ECF Nos. 446-450. The District Court issued a decision and order denying EIDP's motion for summary judgment on September 24, 2024. ECF No. 451.

10. On December 11, 2024, the Court set a trial date of July 7, 2025, and established various pretrial submission deadlines. ECF No. 459.

11. On April 28, 2025, Plaintiffs and EIDP filed multiple motions *in limine* to exclude evidence at trial and for other relief. *See* ECF Nos. 465, 467, 468, 472, 475.

12. Plaintiffs and EIDP filed and/or exchanged proposed jury instructions, proposed verdict forms, a joint exhibit list, individual exhibit lists, objections to deposition testimony and trial briefs, as required pursuant to the Court's pretrial order. The Court held a final pretrial conference on June 18, 2025. At this time, the Court encouraged counsel to continue settlement discussions.

13. A settlement conference was held with the Court on July 2, 2025, at which point a tentative settlement agreement was placed on the record. A second conference was held on July 8, 2025, during which one disputed issue regarding the tentative settlement was discussed. A third settlement conference was set for July 10, 2025. On July 9, 2025, Plaintiffs and EIDP reported that the disputed issue was resolved, and the Court marked the matter settled, pending formal approval by the Court after the required fairness hearing pursuant to Rule 23. *See* ECF No. 571.

### **THE SETTLEMENT**

14. The terms of the Agreement are set forth in Exhibit 1 to the Joint Declaration of Class Counsel. The Settlement resolves all claims alleged by Plaintiffs against EIDP for negligence and strict liability.

15. The Settlement proposes certification of three settlement classes (the “Settlement Classes”), which are substantially similar to the Certified Litigation Classes except that the Settlement Classes are broader, as described in Section 3(a) of the Agreement. The Settlement Classes are defined as follows:

**Municipal Water Property Settlement Class:**

All individuals who are or were owners of Eligible Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015; provided, however, that the Municipal Water Property Settlement Class shall not include Excluded Persons.

**Private Well Property Settlement Class:**

All individuals who are or were owners of Eligible Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well contaminated with PFOA and who owned that property at the time the contamination of the property’s private well was discovered through a water test on or after December 16, 2015; provided, however, that the Private Well Property Settlement Class shall not include Excluded Persons.

**Medical Monitoring Settlement Class:**

All individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their Eligible Property, which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 ug/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child’s birth and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 ug/L; provided, however, that the Medical Monitoring Settlement Class shall not include Excluded Persons.

16. The Settlement provides, among other things, that as consideration for the release from Class Members, the Released Parties will pay a total of \$27 million, which will be paid in stages over time. Within forty-five days after the later of (a) the Effective Date, or (b) Class Counsel provides the information needed by the Released Parties to permit a wire transfer, the Released Parties shall pay \$22 million into the Escrow Account (the “One-Time Payment”). Pursuant to the Agreement, \$21 million of the One-Time Payment will be used to pay the claims

of the Municipal Water and Private Well Property Settlement Classes, attorneys' fees, reimbursement of litigation expenses, Service Awards, and Notice and Settlement Administration Expenses.

17. One million dollars of the One-Time Payment will be allocated to the Medical Monitoring Program ("MM Program") already established and in operation as a result of the 2021 Settlement to provide monitoring benefits to any Class Members who now choose to sign up for this program and did not previously sign up for monitoring benefits under the 2021 Settlement.

18. The Released Parties will also make additional periodic payments ("Periodic Payments") of \$1 million annually, as described in the Agreement. The Periodic Payments shall be used solely for the benefit of the Medical Monitoring Settlement Class to provide additional funds to supplement the existing 2021 MM Program.

19. The Agreement provides that any excess funds from the MM Program will be distributed to MM Participants in a pro rata share as specified in Section 7(a)(ii) of the Agreement and does not limit what any individual MM Participant may do with any excess funds distributed to him/her. In addition to receiving any excess MM funds in cash, Class Counsel plans to offer an additional option to MM Participants to place their pro rata share of the excess funds into a separate Non-Settlement Account, if they so choose. The Non-Settlement Account shall be established solely by Class Counsel or their designee, and is completely separate and independent from the Settlement. For clarity, this Non-Settlement Account option shall not extend the scope or term of the MM Program established under the 2021 Settlement, in accordance with the Agreement.

20. Class Counsel has represented that at the termination of the MM Program, MM Program participants who are entitled to a pro rata distribution will be given the option of (a)

receiving any pro rata share to which they are due in cash, or (b) placing their pro rata share in the Non-Settlement Account described in ¶ 19 above to pay for continued medical surveillance.

21. The Settlement provides for Notice to be delivered either by email or mail to claimants who filed valid claims in the 2021 Class Settlement within thirty (30) days of the date of this Order. In addition, the Class Administrator will publish Notice in geographically targeted social media and establish a Settlement Website with information regarding the Settlement. The details of the Notice Plan are set forth in Exhibit 3 of the Agreement.

### **PRELIMINARY APPROVAL**

22. Federal Rule of Civil Procedure 23(e) requires court approval of class action settlements. In general, the approval process involves three stages: (1) notice of the settlement to the class after “preliminary approval” by the Court; (2) an opportunity for class members to opt out of, or object to, the proposed settlement; and (3) a subsequent hearing at which the Court grants “final approval” upon finding that the settlement is “fair, reasonable, and adequate,” after which judgment is entered, class members receive the benefits of the settlement, and the settling defendants obtain a release from liability. Fed. R. Civ. P. 23(e)(1)-(2), (4)-(5).

23. In deciding whether to grant “preliminary approval” of a proposed settlement, the Court evaluates two issues: (1) whether “the court will likely be able to” grant final approval to the settlement as a “fair, reasonable, and adequate” compromise, such that it makes sense to give notice to the proposed class members; and (2) whether “the court will likely be able to” certify the classes for purposes of entering judgment on the settlement. Fed. R. Civ. P. 23(e)(1)(B).

#### **I. The Court will “likely be able to” grant final approval to the Settlement as “fair, reasonable, and adequate.”**

24. This Circuit has recognized a “strong judicial policy in favor of settlements, particularly in the class action context.” *McReynolds v. Richards-Cantave*, 588 F.3d 790, 803 (2d

Cir. 2009). “The compromise of complex litigation is encouraged by the courts and favored by public policy.” *Story v. SEFCU*, No. 1:18-CV-764 (MAD/DJS), 2021 WL 73692, at \*7 (N.D.N.Y. Feb. 25, 2021) (quoting *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 117 (2d Cir. 2005) (internal quotation omitted)). A “presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm’s-length negotiations between experienced, capable counsel after meaningful discovery.” *Wal-Mart Stores*, 396 F.3d at 116 (quoting *Manual for Complex Litigation (Third)* § 30.42 (1995)).

25. Under Federal Rule of Civil Procedure 23(e)(2), as amended in December 2018, in considering whether a proposed settlement is “fair, reasonable, and adequate,” the Court considers whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

26. Under this standard, the Court finds it will “likely be able to” grant final approval to the Settlement as “fair, reasonable, and adequate,” such that the Settlement, its terms and conditions, including release of the Released Parties, warrants preliminary approval and dissemination of notice so that Class Members may review the Agreement’s terms, express any objections to the Settlement or decide whether to opt out of the Settlement or participate in it. The Settlement appears at this preliminary approval stage to be procedurally fair, reasonable, and adequate in that Plaintiffs and Class Counsel have adequately represented the Class Members in litigating the merits of the dispute and obtaining a Settlement of significant value through arm’s length-negotiations between and among sophisticated counsel and under the auspices of the Court, which acted as mediator. Fed. R. Civ. P. 23(e)(2)(A)-(B).

27. Likewise, the Settlement appears at this preliminary approval stage to be substantively fair, reasonable, and adequate in that the relief provided is substantial particularly when taking into account the amounts received under the 2021 Settlement and the costs, risks, and delays of trial and appeal. Fed. R. Civ. P. 23(e)(2)(C). The proposed method of distributing monetary relief to the Municipal Water and Private Well Property Settlement Class Members is relatively streamlined, requiring only submission of a simple short Claim Form for those who participated in the 2021 Class Settlement, or a long Claim Form and few supporting documents for those who did not previously participate. Similarly, after submission of a long Claim Form and supporting documents, newly-enrolled Medical Monitoring Settlement Class Members will have access to annual consultations and testing from multiple physicians at the Southwestern Vermont Medical Center. Attorneys’ fees will be paid only after the Fairness Hearing and only by approval of the Court, which will consider any request for fees in conjunction with final approval.



28. The Parties have represented that there is one confidential side agreement to be identified under Fed. R. Civ. P. 23(e)(3), which concerns EIDP's right to terminate the Settlement based upon certain conditions outlined in that agreement.

29. Finally, the proposal treats Class Members equitably relative to one another. Municipal Water and Private Well Water Settlement Class Members will receive a proportion of the One-Time Payment allocation based on the full market value of their property (as determined by the Town of Hoosick Tax Assessor in 2015 in the Final Assessment Roll) relative to all other properties owned by those Class Members. Further, all Medical Monitoring Settlement Class Members will have equal access to the consultations and, as appropriate, testing benefits provided by the MM Program. *See* Fed. R. Civ. P. 23(e)(2)(D).

**II. The Court will “likely be able to” certify the Settlement Classes for purposes of entering judgment on the Settlement.**

30. In considering whether the Court will “likely be able to” certify the Settlement Classes for purposes of entering judgment on the Settlement, the Court must determine whether the Settlement Classes likely meet the requirements for class certification under Federal Rule of Civil Procedure 23(a) and any one of the subsections of Federal Rule of Civil Procedure 23(b).

31. The Court finds, for purposes of settlement only, that the Settlement Classes satisfy the requirements of Fed. R. Civ. P. 23(a)(1)-(4). The Court further finds, for purposes of settlement only, that the Municipal Water and Private Well Water Settlement Classes satisfy the requirements of Fed. R. Civ. P. 23(b)(3) and that the Medical Monitoring Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(2).

32. Accordingly, the Court preliminarily certifies, for purposes of settlement only, each of the respected Settlement Classes as defined above.

33. The Court, for settlement purposes only, appoints the following Plaintiffs as Class Representatives for the Settlement Classes:

**Municipal Water Property Settlement Class:** Pamela Forrest, Kathleen Main-Lingener, Jennifer Plouffe, Silvia Potter, and Daniel Schuttig;

**Private Well Water Settlement Class:** Michele Baker, Charles Carr, and Angela Corbett; and

**Medical Monitoring Settlement Class:** Charles Carr, Angela Corbett, Michael Hickey, individually and as parent and natural guardian of O.H., infant, Kathleen Main-Lingener, Kristin Miller, as parent and natural guardian of K.M., infant, and Silvia Potter, individually and as parent and natural guardian of C.P., infant.

34. The Court previously appointed Stephen G. Schwarz and Hadley E. Lundback of Faraci Lange LLP, and James Bilsborrow and Robin Greenwald of Weitz & Luxenberg, P.C., as Class Counsel for the Certified Litigation Classes. Pursuant to Fed. R. Civ. P. 23(g), the Court also appoints Mr. Schwarz, Ms. Lundback, Mr. Bilsborrow, and Ms. Greenwald as Class Counsel for the Settlement Classes. Class Counsel is authorized to act on behalf of the Settlement Classes with respect to all acts required by, or which may be given pursuant to, the Settlement or such other acts that are reasonably necessary to consummate the Settlement.

35. Having found that (1) “the court will likely be able to” grant final approval to the settlement as a “fair, reasonable, and adequate” compromise, so that it makes sense to give notice to the Class Members; and (2) “the court will likely be able to” certify the Settlement Classes for purposes of entering judgment on the Settlement, the Court hereby **GRANTS** preliminary approval to the Settlement.

#### **NOTICE TO THE SETTLEMENT CLASSES**

36. Upon granting preliminary approval under Federal Rule of Civil Procedure 23(e)(1), the Court “must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The 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).

37. The notice must clearly and concisely state, in plain, easily understood language:

- (i) the nature of the action;
- (ii) the definition of the class certified;
- (iii) the class claims, issues, or defenses;
- (iv) that a class member may enter an appearance through an attorney if the member so desires;
- (v) that the court will exclude from the class any member who requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B).

38. “There are no rigid rules to determine whether a settlement notice to the class satisfies constitutional or Rule 23(e) requirements; the settlement notice must fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings.” *Wal-Mart Stores*, 396 F.3d at 114 (quotation omitted).

39. The Court finds that the Class Notice and Notice Plan set forth in Exhibits 3 and 4 to the Settlement satisfy the requirements of Rule 23 and Due Process, and constitute “the best

notice that is practicable under the circumstances.” The Court appoints KCC as Class Administrator and directs that the Notice Plan be implemented as set forth in the Settlement.

#### **SETTLEMENT OF CLAIMS OF INFANT, INCOMPETENT, AND DECEASED CLASS MEMBERS**

40. Each of the Plaintiffs who filed this Action as parent and natural guardian of a minor will apply to the Court individually or jointly for approval of the Settlement on behalf of the minor Plaintiffs and all absent minor Class Members. This Order provides authority pursuant to Local Rule 17.1 and N.Y. C.P.L.R. § 1201 for parents and guardians of all named minor Plaintiffs and absent Class Members, and for legal representatives of absent incompetent Class Members, to sign Claim Forms and releases on behalf of the Class Members they represent. An Order from this Court finally approving the Settlement shall effectuate a settlement under Local Rule 17.1 and N.Y. C.P.L.R. § 1207 for all named minor Plaintiffs, absent minor Class Members, and absent incompetent Class Members.

41. The legal representatives of deceased absent Class Members shall have authority to sign Claim Forms and releases on behalf of the absent Class Members they represent. Where a legal representative of a deceased absent Class Member submits a Claim Form on that Class Member’s behalf, that legal representative shall attest to their authority to act for the deceased absent Class Member.

#### **PROCEDURES FOR REQUESTING EXCLUSION FROM OR OBJECTING TO THE SETTLEMENT**

42. Members of the Municipal Water Property Settlement Class and the Private Well Property Settlement Class may request exclusion from the Settlement at any time prior to the Opt Out Deadline, which is set as ninety (90) days from the date of this Order, provided that an opt-out request is delivered to the Class Administrator in accordance with the procedures set forth in

the Agreement. Any Class Member who elects to opt out of the Settlement shall not be entitled to receive any benefits conferred by the Settlement. Any Class Member who does not timely and validly request to opt out shall be bound by the terms of the Settlement, including the Release.

43. If an Eligible Property has more than one legal owner and one of those owners excludes himself or herself from the relevant Settlement Class, then all owners of that Eligible Property shall be deemed to have opted out of the Settlement, and no owner of the Eligible Property shall be entitled to a payment under the Settlement.

44. The Court finds that members of the Medical Monitoring Settlement Class, which is preliminarily certified pursuant to Fed. R. Civ. P. 23(b)(2), do not have the right to opt out of the Settlement.

45. Objections to the Settlement, to the application of attorneys' fees and costs, and/or to the Service Award must be served on the Parties in accordance with the Agreement within ninety (90) days of the date of this Order. Class Counsel and/or EIDP may conduct limited discovery on any objector or objector's counsel consistent with the Federal Rules of Civil Procedure.

46. Except for Class Members who have timely asserted an objection to the Settlement, all Class Members shall be deemed to have waived all objections and opposition to the fairness, reasonableness, and adequacy of the Settlement.

#### **MOTIONS FOR FINAL APPROVAL, FEES, EXPENSES, AND SERVICE AWARDS**

47. Plaintiffs shall file their Motion for Final Approval of the Settlement, as well as a request for attorneys' fees, costs, and a Service Award, at least twenty days prior to the Fairness Hearing, and no earlier than 120 days after the date of this Order.

#### **FINAL APPROVAL HEARING**

48. The Court will hold a Fairness Hearing on March \_\_\_, 2026, at \_\_\_\_\_ a.m./p.m, at the James T. Foley U.S. Courthouse, 445 Broadway, Albany, New York 12207, or by videoconference or teleconference if determined by a separate order, to assist the Court in determining whether to grant final approval to the Settlement, enter the Final Approval Order, and grant any motions for fees, costs, and the Service Award.

#### **OTHER PROVISIONS**

49. Class Counsel and counsel for EIDP are authorized to take, without further approval of the Court, all necessary and appropriate steps to implement the Settlement according to its terms, including implementing the Notice Plan.

50. Pending determination whether the Settlement should be granted final approval, further proceedings against EIDP are stayed in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement.

51. EIDP shall serve the appropriate government officials with the notice required by 28 U.S.C. § 1715 within the time provided by statute.

52. Without further orders of the Court, the Parties may make non-material modifications to the Agreement (including the exhibits thereto) in implementing the Settlement that are not inconsistent with this Preliminary Approval Order, including making minor changes to the Agreement, to the form or content of the Notice, or to any other exhibits that the Parties jointly agree in writing are reasonable or necessary, as permitted by the terms of the Settlement Agreement.

53. The Court shall retain jurisdiction over the Settlement and shall consider all further matters arising out of or connected with the Settlement.

#### **SCHEDULE OF DEADLINES**

54. The Court sets the following deadlines:

<b>Event</b>	<b>Date</b>
Deadline for Class Administrator to commence Notice Plan	No later than 30 days from the date of this Order
Deadline for filing Claim Form to participate in Settlement	No later than 90 days from the date of this Order
Opt Out Deadline	No later than 90 days from the date of this Order
Objection Deadline	No later than 90 days from the date of this Order
Deadline for filing a Motion for Final Approval and any petition for an award of attorneys' fees, costs, and Service Award	At least 20 days prior to the Fairness Hearing and no earlier than 120 days after the date of this Order
Deadline for revoking decision to Opt Out	10 days before Final Approval Hearing
Deadline for DuPont to exercise its termination right under Supplemental Agreement	No later than 14 days after receiving the final list of opt outs from the Class Administrator
Fairness Hearing	March __, 2026

**SO ORDERED.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Mae D'Agostino  
U.S. District Judge



# EXHIBIT 2

## SHORT CLAIM FORM

## Current Participants in Prior Settlement Classes Claim Form

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Our records show that you participated in one or more of the following 2021 Settlement Classes and have received prior benefits from them. Check all classes in which you were a participant in the prior 2021 Class Settlement:

\_\_\_\_\_ Municipal Water Property Settlement Class [Eligible Property received water from Village of Hoosick Falls Water System]

\_\_\_\_\_ Private Well Property Settlement Class [Eligible Property received water contaminated private well in Town of Hoosick]

\_\_\_\_\_ Medical Monitoring Settlement Class

\_\_\_\_\_ My contact information **has not** changed since I filed my prior Claim Form and the payment for property damage from this Settlement should be paid to the same person as for the 2021 Class Settlement. *[If your information has not changed then you should sign and date this form and submit. You do not need to submit any further information or complete any other sections of this form]*

If any of your contact information **has** changed, provide your new contact information below:

Your Current Address (Number/Street/P.O. Box No.):

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

\_\_\_\_\_ My payee information from the 2021 Class Settlement needs to be updated.

If the check for a property settlement needs to be made payable to someone different than for the 2021 Class Settlement please explain:

\_\_\_\_\_

\_\_\_\_\_

SHORT CLAIM FORM

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## Current Participant Claimant/Representative Signature

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I declare that the information provided in this Claim Form is true and accurate to the best of my knowledge. I understand that the Class Administrator may need to verify some of the information that I submitted.

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Signature

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Date

*Baker v. DuPont*  
Settlement Administrator  
P.O. Box 301172  
Los Angeles, CA 90030-1172



VISIT THE SETTLEMENT WEBSITE BY  
SCANNING THE PROVIDED QR CODE

**EIB**

<<Bar Code>>

Postal Service: Please Do Not Mark Barcode

EIB: ClaimID: <<Claim8>>

PIN: «PIN»

«FirstName» «LastName»

«Addr1» «Addr2»

«City», «State»«FProv» «Zip»«FZip»

«FCountry»

*BAKER V. DUPONT*

UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF NEW YORK

Case No. 16-cv-917

**Must Be Postmarked  
No Later Than**

**XXXX**

## New Class Member Claim Form

### INSTRUCTIONS FOR SUBMITTING A SETTLEMENT CLAIM FORM

Please review the following instructions before proceeding:

#### ELIGIBILITY:

**IF YOU PARTICIPATED AS A CLASS MEMBER IN ONE OF THE PROPERTY SETTLEMENT CLASSES IN THE PRIOR 2021 CLASS SETTLEMENT WITH SAINT-GOBAIN, HONEYWELL AND 3M**, then you are automatically eligible to participate as a Settlement Class Member in the same property damage Settlement class in this settlement with EIDP (formerly known as DuPont) by completing the **Current Participants in Prior Settlement Classes Claim Form** without the need to resubmit any documentation. Failure to submit a Claim Form, even if there have been no changes to address or circumstances and you previously qualified for the 2021 Class Settlement, will prohibit participation in this Settlement. You should complete and submit the **Short Claim Form** called "Current Participants in Prior Settlement Classes Claim Form."

**IF YOU PARTICIPATED AS A CLASS MEMBER IN THE MEDICAL MONITORING SETTLEMENT CLASSES IN THE PRIOR 2021 CLASS SETTLEMENT WITH SAINT-GOBAIN, HONEYWELL AND 3M**, then you are automatically eligible to participate to benefit from the contributions to the medical monitoring fund for this Settlement with EIDP (formerly known as DuPont) by completing the **Current Participants in Prior Settlement Classes Claim Form** without the need to resubmit any documentation. Failure to submit a Claim Form, even if there have been no changes to address or circumstances and you previously qualified for the 2021 Class Settlement, will prohibit participation in this Settlement. You should complete and submit the **Short Claim Form** called "Current Participants in Prior Settlement Classes Claim Form." If you participated in both the Medical Monitoring Settlement Class and a Property Damage Class as part of the 2021 Class Settlement then you only need to submit one Current Participants in Prior Settlement Classes Claim Form.

**IF YOU DID NOT PARTICIPATE IN ONE OR MORE CLASSES IN THE PRIOR 2021 CLASS SETTLEMENT WITH SAINT-GOBAIN, HONEYWELL AND 3M**, you may participate in this Settlement with EIDP (formerly known as DuPont) if you (or you are a parent or legal guardian of an infant less than 18 years of age, or you are the legal representative appointed to represent the Estate of a deceased or incompetent person) fall within one or more of the following three groups. You should complete and submit the **Long Claim Form** called "New Class Member Claim Form" along with any requested documentation.

#### **PROPERTY SETTLEMENT CLASS:**

- 1) You owned an Eligible Property<sup>1</sup> in the Village of Hoosick Falls that obtained its drinking water from the Village Municipal Water System, and purchased that property on or before December 16, 2015, and owned that property on December 16, 2015;
- OR**
- 2) You owned an Eligible Property<sup>2</sup> in the Town of Hoosick that obtained its drinking water from a privately-owned well in which PFOA was detected, and you owned that property at the time PFOA in the property's well was discovered through a water test on or after December 16, 2015.

<sup>1</sup> An "Eligible Property" is real property meeting the other criteria listed above that **was not** used **exclusively** for **non-residential** purposes. Properties used exclusively for business purposes are not eligible properties under this Settlement.

<sup>2</sup> An "Eligible Property" is real property meeting the other criteria listed above that **was not** used **exclusively** for **non-residential** purposes. Properties used exclusively for business purposes are not eligible properties under this Settlement.



FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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**MEDICAL MONITORING SETTLEMENT CLASS:**

- 1) For at least six months between 1996 and 2016, you lived at a residence in the Village of Hoosick Falls or the Town of Hoosick that obtained drinking water either from the Village Municipal Water System or from a privately-owned well in which PFOA has been detected, and your blood serum was tested, which showed PFOA in your blood above 1.86 µg/L (parts per billion);
- OR**
- 2) You are the parent or guardian of a child born to a female who meets the criteria in (1) and the child's blood serum was tested after birth, which showed PFOA in the child's blood above 1.86 µg/L (parts per billion).

If you are eligible to do so, you may submit a Claim in more than one class. Each Settlement Class Member must submit a Claim Form. You can only submit a Claim Form for yourself **and** another person if you are a parent or legal guardian of a minor or legal representative of a deceased or incompetent person who is also a Settlement Class Member. In such case, you must submit a Claim Form for yourself and a separate Claim Form for the minor, deceased, or incompetent person. If you owned more than one property that would qualify you for the Property Settlement Class, you must submit a separate Claim Form for each property.

If you are submitting a claim for yourself AND a child, you must submit a separate Claim Form for each person.

You may submit a Claim for Medical Monitoring benefits for a minor child who was exposed in utero or at any time after they were born, provided that the minor has obtained a blood test showing that PFOA is present in their blood at or above 1.86 µg/L (parts per billion).

**ADDITIONAL INFORMATION:**

You may obtain additional information about your submission of a Claim or about the EIDP Settlement at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com) or by calling [REDACTED].

- 1) You must review, sign, and date your Settlement Claim Form.
- 2) Your completed Settlement Claim Form and supporting documentation (if required) must be submitted electronically and/or postmarked before **[DATE TO BE INSERTED BASED ON PRELIMINARY APPROVAL]**. You may submit your Settlement Claim Form and supporting documentation, as indicated below:

Electronically at: [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com). You are encouraged to submit your claim online for easy verification and processing.

a. By mail to:

Baker v. DuPont

Settlement Administrator

P.O. Box xxxxx

Los Angeles, CA xxxxx-xxxx

b. By email to: [info@HoosickFallsPFOASettlement.com](mailto:info@HoosickFallsPFOASettlement.com).



**NEW CLASS MEMBER CLAIM FORM**

*[If you are submitting a new Claim Form on your own behalf, or on behalf of a minor, incompetent, or deceased person, provide YOUR information below.]*

First Name	M.I.	Last Name
Primary Address		
Primary Address Continued		
City	State	ZIP Code
Email Address		
Area Code	Telephone Number (Home)	Area Code
	Telephone Number (Work)	

Are you filing this Claim on your own behalf?

☐ Yes ☐ No

If YES, proceed to the next section called "Information on New Claimant and Claims." If NO, proceed to the section called "Submission of a New Claim on Behalf of a Minor, Incompetent Person, or Deceased Person's Estate."

**INFORMATION ON NEW CLAIMANT AND CLAIMS**

**Complete this Section if you are filing this Claim on your own behalf.**

To the best of your knowledge and belief, to which of the following Settlement Classes do you belong? (Please refer to the Instructions on page 1 of this Claim Form for a description of the Settlement Classes.)

**Check any that apply:**

- ☐ Municipal Water Property Settlement Class (you owned Eligible Property as of December 16, 2015 that obtained drinking water from the Village municipal water supply).
- ☐ Private Well Water Property Settlement Class (you owned Eligible Property that obtained drinking water from a private well that was found to be contaminated with PFOA at the time you owned it by a water test conducted on or after December 16, 2015).
- ☐ Medical Monitoring Settlement Class (PFOA is or was present in your blood at or above 1.86 µg/L (parts per billion) and you resided for at least six months between 1996 and 2016 at a property serviced by the Village municipal water supply or a private well that was found to be contaminated with PFOA).

If you selected any of the above, please complete the appropriate section(s) on the next page.



**PROPERTY SETTLEMENT CLASSES**

Address of Eligible Property that you (or the person you represent) owned or co-owned as of December 16, 2015 (Number/Street/City/ZIP Code) that was supplied with water by the Village Municipal Water System or a contaminated private well located in Hoosick Falls and/or the Town of Hoosick.

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As of December 2015, did this property obtain drinking water from the Village Municipal Water System or from a privately-owned well?

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If the property obtained drinking water from a privately-owned well, was the well tested for the presence of PFOA and, if so, what was the result? Submit a copy of well testing results if you have them.

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If you (or the person you represent) co-owned this property with another individual, please state their name and relation to you:

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If you have it, submit proof of ownership of your property. You may submit any of the following: a copy of the deed, a copy of a tax bill, or another document showing ownership. (Note: If you do not have a document showing ownership, the Class Administrator may still be able to verify that you own the property.) Identify below what, if anything, you are submitting to show ownership of the property.

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If you have it, submit proof of your water source (such as a water bill) and if it is a private well, any PFOA testing performed on your water source. PFOA testing was generally performed by the NY Department of Environmental Conservation or NY Department of Health and test results were sent to private well owners. Identify below what, if anything, you are submitting to show proof of your water source and/or private well contamination:

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**MEDICAL MONITORING SETTLEMENT CLASS**

To qualify as a member of this class, you must meet the following criteria: (1) for a period of at least six months between 1996 and 2016, you consumed water at your residence from either the Village Municipal Water System or a private well that was tested and found to contain PFOA, and (2) you obtained a blood test that shows your PFOA blood serum level was 1.86 µg/L (parts per billion) or greater. You may also file a Claim on behalf of a minor child or incompetent person who meets this criteria if you are their parent or legal guardian. This includes children who were exposed in utero and who obtained a blood test after they were born.

**If you are submitting this Claim on behalf of a minor or incompetent person, proceed to the next section entitled “Submission of a New Claim on Behalf of a Minor, Incompetent Person, or Deceased Person’s Estate.”**

**If you are submitting this Claim for yourself, you must also complete a Declaration of Eligibility stating that you consumed water that contained PFOA for a period of at least six months between 1996 and 2016. The Declaration of Eligibility is attached at the end of this Claim Form.**

Identify the residence(s) where you consumed drinking water for at least six months between 1996 and 2016, and identify the water source (municipal or private well). If you lived at multiple addresses, please identify all residences that qualify:

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Property Address

Water source (municipal or well)

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Property Address

Water source (municipal or well)

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Property Address

Water source (municipal or well)

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Property Address

Water source (municipal or well)

Has your blood been tested for the presence of PFOA? \_\_\_\_\_ (Yes/No)

What was your PFOA blood serum level when your blood was tested? \_\_\_\_\_

You must submit a copy of your blood test along with this Claim Form. If you do not submit a copy of your blood test, your Claim will be deficient and you may not qualify as a Medical Monitoring Settlement Class Member. If you do not have a copy of a blood test, but your blood was tested by the NY Department of Health (or another physician), please consult the Settlement Website ([www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)) or contact the Class Administrator at \_\_\_\_\_ for information on how to obtain a copy of your blood test results.





# **SUBMISSION OF A NEW CLAIM ON BEHALF OF A MINOR, INCOMPETENT PERSON, OR DECEASED PERSON'S ESTATE**

*Provide the following information about the person on whose behalf you are completing this Form:*

First Name															M.I.			Last Name														
If living, this person's Primary Address																																
Primary Address Continued																																
City																				State			ZIP Code									
Email Address																																
Area Code																																
Telephone Number (Home)															Telephone Number (Work)																	

Are you the parent or legal guardian of this person?

☐ Yes ☐ No

If this person is a minor, state this person's age: \_\_\_\_\_

If this person is deceased, provide the date of death and whether a representative has been appointed to represent this person's estate:

Date of Death: \_\_\_\_\_

Court that appointed Estate Representative and date of appointment: \_\_\_\_\_

If you are a legally-appointed representative of this person, provide the following information:

Nature of Legal Representation (Guardian/Conservator): \_\_\_\_\_

Court that appointed you and Date of Appointment: \_\_\_\_\_

**Submit a Copy of the Document from the Court Appointing You.**



To the best of your knowledge and belief, to which of the following Settlement Classes does the person on whose behalf you are submitting this Claim Form belong? (Please refer to the Instructions on page 1 of this Claim Form for a description of the Settlement Classes.)

**Select any that apply:**

- ☐ Municipal Water Property Settlement Class (this person owned Eligible Property on or before December 16, 2015 that obtained drinking water from the Village municipal water supply).
- ☐ Private Well Water Property Settlement Class (this person owned Eligible Property that obtained drinking water from a private well that was found to be contaminated with PFOA).
- ☐ Medical Monitoring Settlement Class (PFOA is or was present in this person's blood at or above 1.86 µg/L (parts per billion) and she/he resided for at least six months between 1996 and 2016 at a property serviced by the Village municipal water supply or a private well that was found to be contaminated with PFOA).

If you selected any of the above, please complete the appropriate section(s) below:

**PROPERTY SETTLEMENT CLASSES**

Address of Eligible Property that the person you represent owned or co-owned as of December 16, 2015 (Number/Street/City/ZIP Code) that was supplied with water by the Village Municipal Water System or a contaminated private well located in Hoosick Falls and/or the Town of Hoosick.

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As of December 2015, did this property obtain drinking water from the Village Municipal Water System or from a privately-owned well?

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If the property obtained drinking water from a privately-owned well, was the well tested for the presence of PFOA and, if so, what was the result? Submit a copy of well testing results if you have them.

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If the person you represent co-owned this property with another individual, please state their name and relation to you:

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If you have it, submit proof of ownership of this property by the person you represent. You may submit any of the following: a copy of the deed, a copy of a tax bill, or another document showing ownership. (Note: If you do not have a document showing ownership, the Class Administrator may still be able to verify that this person owned the property as of the required date.) Identify below what, if anything, you are submitting to show ownership of the property.

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If you have it, submit proof of the water source for the property (such as a water bill) and if it is a private well, any PFOA testing performed of the water source of the property. PFOA testing was generally performed by the NY Department of Environmental Conservation or NY Department of Health and test results were sent to private well owners. Identify below what, if anything, you are submitting to show proof of your water source and/or private well contamination:

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**MEDICAL MONITORING SETTLEMENT CLASS**

To qualify as a member of this class, the person must meet the following criteria: (1) for a period of at least six months between 1996 and 2016, you consumed water at your residence from either the Village Municipal Water System or a private well that was tested and found to contain PFOA, and (2) you obtained a blood test that shows your PFOA blood serum level was 1.86 µg/L (parts per billion) or greater. You may also file a Claim on behalf of a minor child or incompetent person who meets this criteria if you are their parent or legal guardian. This includes children who were exposed in utero and who obtained a blood test after they were born.

**If you are submitting this Claim on behalf of a minor child or incompetent person, you must complete two Declarations that are attached to this Claim Form. The first is a Declaration stating that you are the parent or legal guardian of the minor child or incompetent person. The second is a Declaration that the minor child or incompetent person consumed water containing PFOA for a period of at least six months between 1996 and 2016 OR that the minor child was exposed in utero. Do not submit this Claim Form without completing each of these two Declarations.**

Identify the residence(s) where the minor child or incompetent person consumed drinking water for at least six months between 1996 and 2016 and identify the water source (municipal or private well). If the minor child or incompetent person lived at multiple addresses, please identify all residences that qualify:

Property Address

Water source (municipal or well)

Property Address

Water source (municipal or well)

Property Address

Water source (municipal or well)

Property Address

Water source (municipal or well)

Has this person's blood been tested for the presence of PFOA? \_\_\_\_\_ (Yes/No)

What was this person's PFOA blood serum result? \_\_\_\_\_

**NEW CLAIMANT/REPRESENTATIVE SIGNATURE**

I declare that the information provided in this Claim Form is true and accurate to the best of my knowledge. I understand that the Class Administrator may need to verify some of the information that I submitted.

Signature: \_\_\_\_\_

Dated (mm/dd/yyyy): \_\_\_\_\_

Print Name: \_\_\_\_\_

**IF YOU ARE SUBMITTING A CLAIM FOR THE MEDICAL MONITORING SETTLEMENT CLASS, ON YOUR OWN BEHALF OR ON BEHALF OF ANOTHER PERSON, YOU MUST COMPLETE ONE OR MORE DECLARATIONS.**

*For additional information or assistance in completing this Claim Form, please contact the General Administrator at* \_\_\_\_\_

# EXHIBIT 3

UNITED STATES DISTRICT COURT<sup>[17]</sup>  
NORTHERN DISTRICT OF NEW YORK

MICHELE BAKER; CHARLES CARR;  
ANGELA CORBETT; PAMELA FORREST;  
MICHAEL HICKEY, individually and as parent  
and natural guardian of O.H., infant;  
KATHLEEN MAIN-LINGENER; KRISTIN  
MILLER, as parent and natural guardian of  
K.M., infant; JENNIFER PLOUFFE; SILVIA  
POTTER, individually and as parent and natural  
guardian of C.P, infant; and DANIEL  
SCHUTTIG, individually and on behalf of all  
others similarly situated,  
Plaintiffs,

Case No. 1:16-cv-00917-MAD-DJS

v.

E.I. DUPONT DE NEMOURS AND  
COMPANY, INC.,

Defendant

**NOTICE PLAN FOR THE EIDP SETTLEMENT**

Verita Global, LLC (“Verita”) (f/k/a KCC Class Action Services) proposes to utilize the following Notice Plan for purposes of the EIDP Settlement to provide Class Members with the best practicable notice under the circumstances:

1. KCC Class Action Services (“KCC”) served as court-appointed settlement administrator for the prior 2021 Class Settlement reached between Plaintiffs in the above-captioned matter and Defendants Saint-Gobain Performance Plastics Corp., Honeywell International Inc., and 3M Company. In that settlement, KCC approved claims for property damage and/or medical monitoring for 2,074 unique claimants. Of these, 1,628 claimants provided working email addresses while 446 claimants provided only a physical mailing address.

2. Because each of the 2,074 unique claimants from the prior 2021 Class Settlement is likely to be eligible to participate in the EIDP Settlement, Verita proposes to provide direct email

and/or mail notice to each of these claimants. Within thirty days of the Court's issuance of an order granting preliminary approval to the EIDP Settlement, Verita will provide direct email notice to the 1,628 claimants with working email addresses and direct mail notice to the 446 claimants who provided only a physical address. This direct notice will consist of the Short Class Notice, a copy of which is attached as **Exhibit 4**, and a "short form" claim form, a copy of which is attached as **Exhibit 2**. The Short Class Notice will provide information about the lawsuit, the proposed EIDP settlement, and Settlement Class Members' rights, including the right to object or opt out. The Short Class Notice will also reference the dedicated settlement website ([www.HoosickFallsPFOASettlement.com](http://www.HoosickFallsPFOASettlement.com)), which Verita set up and managed for the prior 2021 Class Settlement. The settlement website will also include a more detailed "long form" Class Notice, attached as **Exhibit 4**, as well as documents relevant to the case. The website will also include a Long Claim Form for any potential Class Members who did not participate in the 2021 Class Settlement, attached as **Exhibit 2**.

3. In addition to the settlement website, the Short Class Notice will also provide a toll-free number and email address for administrator to which requests for further information may be directed.

4. For any direct mail notices returned as undeliverable, Verita will (a) re-mail any notices returned by the United States Postal Service with a forwarding address no later than the deadline set in the Preliminary Approval Order, and/or (b) by itself or using an address research firm, as soon as practicable following receipt of any returned notices that do not include a forwarding address, research such returned mail for a better address and promptly mail copies of the applicable notice to any better address that is found.

5. In addition, Verita will publish notice of the proposed EIDP Settlement in geographically targeted social media to ensure that class members receive notice of the EIDP settlement (i) who did not participate in the prior 2021 Class Settlement or (ii) who changed their physical address or working email address since the prior 2021 Class Settlement.

6. In addition to the notice efforts of Verita, Class Counsel will conduct at least one “town hall” meeting in Hoosick Falls to explain the terms of the EIDP Settlement and the requirements for participation. This town hall meeting will occur between thirty and forty-five days following the Court’s preliminary approval of the EIDP Settlement.

7. Finally, beginning at least thirty days following the Court’s preliminary approval of the EIDP Settlement, a copy of the Notice with the short and long form claim forms will be available to the general public in the Hoosick Falls Village Clerk’s Office, located at 24 Main Street, Hoosick Falls, NY 12090.



# EXHIBIT 4

&lt;&lt;ClaimID&gt;&gt;

THIS CASE PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.  
VISIT [WWW.HOOSICKFALLSPFOASETLEMENT.COM](http://WWW.HOOSICKFALLSPFOASETLEMENT.COM) OR CALL 1-XXX-XXX-XXXX FOR MORE INFORMATION.

ClaimID: <<Claim8>> PIN: <<PIN>>

A settlement has been reached with E.I. du Pont de Nemours and Company (now known as EIDP, Inc.) in a class action lawsuit about the effects of perfluorooctanoic acid (PFOA) contamination in and around Hoosick Falls. **If this Notice was addressed to you and you received it in the mail or by email, you are likely included in the Settlement as a "Settlement Class Member" because the records show that you submitted a claim in the 2021 Settlement. If this is correct, then you should submit a claim using the ClaimID and PIN provided in this Notice and the Short Claim Form available on the website [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com).**

**Who's Included?**

**A) Medical Monitoring Settlement Class:** all individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their residence(s), which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child's birth, and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L.

**B) Municipal Water Property Settlement Class:** all Persons who are or were owners of *Eligible Property* that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015.

**C) Private Well Water Property Settlement Class:** all Persons who are or were owners of *Eligible Property* located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property's private well was discovered through a water test on or after December 16, 2015.

[Groups B and C are collectively referred to as the "Property Settlement Class." *Eligible Property* is defined as a property that is not used exclusively for non-residential purposes. If you received a property damage payment in the 2021 Settlement, you meet this definition.]

**What does the Settlement provide?** EIDP has agreed to pay \$27,000,000 into a Settlement Fund. After deducting attorneys' fees and costs, the class representatives' service awards, and the costs of notice and administration, the balance of the fund will be allocated among the Property Settlement Classes (\$14,570,000) and will contribute to the Medical Monitoring Program established under the prior settlement (\$6,000,000).

**How do I get a Payment?** You must complete and submit a Claim Form by XXXX. You need only complete the *Short Claim Form*, which indicates your intention to participate in this Settlement and confirms that you have not changed your address or there has been no change in status (e.g., divorce or death that requires the payment be made differently than in 2021). **You do not have to reestablish your eligibility by producing proof of ownership of an *Eligible Property* or PFOA blood level.**

**What are my other options?** If you do nothing, your rights with respect to the claims made in the case will be affected and you won't get a payment. If you don't want to be legally bound by the Settlement, you must exclude yourself from it by XXXX. Unless you exclude yourself, you won't be able to sue Defendants for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the Settlement (*i.e.*, don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections and requests to appear are due by XXXX. More information about these options is available at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com).

**The Court's hearing.** The Court will hold a Final Approval Hearing at :00 a.m. on , 2025, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed, and the Medical Monitoring Program for new Settlement Class Members will begin, as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

**Questions?** Go to [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com) or call 1-XXX-XXX-XXXX.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PLACE  
STAMP  
HERE

BAKER V. DUPONT SETTLEMENT ADMINISTRATOR  
PO BOX 301134  
LOS ANGELES CA 90030-1134



**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK**

If you drank water supplied by the Village of Hoosick Falls Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick for more than six months between 1996-2016, or owned *Eligible Property*<sup>1</sup> in the Village of Hoosick Falls or the Town of Hoosick in 2015 or 2016, you could be eligible for benefits from a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A Settlement has been reached with the Released Parties, including E.I. du Pont de Nemours and Company (now known as EIDP, Inc.) in a class action lawsuit about the effects of perfluorooctanoic acid (PFOA) contamination in and around Hoosick Falls.
- The Settlement (called the "EIDP Settlement") includes:
  - Individuals who for a period of at least six months between 1996 and 2016, lived at an *Eligible Property* in the Village of Hoosick Falls or the Town of Hoosick where they ingested water that was supplied by the Village Municipal Water System or from a private well in which PFOA has been detected, and underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L (parts per billion); or any natural child who was born to a female who meets and/or met the above criteria at the time of the child's birth and whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L ("Medical Monitoring Settlement Class Members");
  - Persons who are or were owners of *Eligible Property* that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015 ("Municipal Water Property Settlement Class Members");
  - Persons who are or were owners of *Eligible Property* located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property's private well was discovered through a water test on or after December 16, 2015 ("Private Well Water Property Settlement Class Members").
  - Your legal rights are affected regardless of whether you act or don't act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you can get a payment or other benefits from this Settlement.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	Do not get a payment or other settlement benefits. This is the only option that allows you to be part of any other lawsuit against the Released Parties, including EIDP, for the legal claims made in this lawsuit and released by the Settlement.
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court with reasons why you do not agree with the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
<b>DO NOTHING</b>	You will not get a payment or other benefits from this Settlement, and you will give up certain legal rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court overseeing this case still will decide whether to approve the EIDP Settlement.

<sup>1</sup> An "Eligible Property" does not include real property that was used exclusively for non-residential purposes.

## BASIC INFORMATION

### 1. Why is Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed EIDP Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the EIDP Settlement. This Notice explains the lawsuit, the EIDP Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The Court overseeing this case is the United States District Court for the Northern District of New York. The case is known as *Baker v. DuPont*, No. 1:16-cv-917, including Nos. 1:16-cv-220, 1:16-cv-292, 1:16-cv-394, and 1:16-cv-476 (the “Action”). U.S. District Court Judge Mae A. D’Agostino is presiding over the Action. The people who filed the lawsuit are called Plaintiffs. The company they sued, E.I. du Pont de Nemours and Company (now known as EIDP, Inc.), is called the Defendant. This EIDP Settlement is between Plaintiffs and the Released Parties, including EIDP. A prior settlement was reached in 2021 with three other defendants, Saint-Gobain Performance Plastics Corp., Honeywell International, Inc., and 3M Company and approved by the Court in 2022 (“2021 Class Settlement”).

### 2. What is this lawsuit about?

Plaintiffs claim that the aquifer beneath Hoosick Falls and the Town of Hoosick was contaminated with perfluorooctanoic acid, commonly referred to as PFOA, released from products formerly manufactured and sold by EIDP. As a result, people living in and around the Village of Hoosick Falls and the Town of Hoosick allege that they unknowingly consumed drinking water containing PFOA and have concentrations of PFOA in their blood that are higher than average. In addition, Plaintiffs allege that the presence of PFOA on their properties and in their drinking water has negatively impacted property values. Plaintiffs allege that EIDP sold PFOA-containing products to Saint-Gobain and Honeywell but failed to warn those companies of the dangers associated with PFOA and PFOA-containing products. PFOA is a man-made chemical historically used to manufacture Teflon-coated products that were resistant to sticking, heat, water, stains, and grease.

EIDP denies all of the claims made in the Action, and disputes all allegations of wrongdoing or liability against it.

### 3. What is a Class Action?

In a class action, one or more people called representative Plaintiffs (in this case, Michele Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey (individually and as parent and natural guardian of O.H., infant), Kathleen Main-Lingener, Kristin Miller (also known as Kristin Harrington) (as parent and natural guardian of K.M., infant), Jennifer Plouffe, Silvia Potter (individually and as parent and natural guardian of C.P., infant), and Daniel Schuttig) sue on behalf of people who have similar claims. Together, all these people and the persons that they represent are called Settlement Class Members. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Classes.

### 4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or EIDP. Instead, the Plaintiffs the Released Parties, including EIDP agreed to a settlement. This way, they avoid the risks, cost and burden of a trial, and eligible Settlement Class Members can get benefits more quickly. The class representative Plaintiffs and their attorneys (“Class Counsel”) think the EIDP Settlement is best for all Settlement Class Members.

## WHO IS INCLUDED IN THE EIDP SETTLEMENT?

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

You are part of the EIDP Settlement as a Settlement Class Member if you fit within one or more of the three Settlement Class definitions below (unless you fall into one of the exclusions described in Section 6):

- A. *Medical Monitoring Settlement Class*: all individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their residence(s), which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child’s birth, and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L.
- B. *Municipal Water Property Settlement Class*: all Persons who are or were owners of *Eligible Property* that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015. This group, together with the Private Well Water Property Settlement Class, is also referred to as the “Property Settlement Class.”
- C. *Private Well Water Property Settlement Class*: all Persons who are or were owners of *Eligible Property* located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015. This group, together with the Municipal Water Property Settlement Class, is also referred to as the “Property Settlement Class.”

**6. Are there exceptions to being included in the EIDP Settlement?**

Yes. The EIDP Settlement does not include (i) any entity or division in which Released Parties have a controlling interest, and their legal representatives, officers, directors, assigns and successors, (ii) the Judge to whom this case is assigned and the Judge's staff, (iii) any Class Counsel or their immediate family members, (iv) any State or any of its agencies, (v) the Village of Hoosick Falls and the Town of Hoosick, (vi) any individual who would otherwise be included under one or more of the Settlement Classes but who previously released claims (including but not limited to all Released Claims included in this lawsuit) against the EIDP and the other Released Parties related to the presence of PFOA in the Village Municipal Water System, in private wells in the Village of Hoosick Falls or Town of Hoosick, on or at their property, and/or the presence of PFOA in their blood as a result of consuming contaminated drinking water from the Village Municipal System and/or a private well in the Town of Hoosick, (vii) anyone who timely and validly requests to be excluded from the EIDP Settlement (see Question 18).

**7. What do I do if I am still unsure if I qualify?**

If you are still not sure whether you are included, you can call XXX-XXX-XXXX or visit [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com) for more information. However, submitting a Claim Form will assure you the right to be considered.

**THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY****8. What does the EIDP Settlement provide?**

EIDP has agreed to pay \$27,000,000 into a Settlement Fund. After deducting attorneys' fees and costs, the class representatives' service awards, and the costs of notice and administration, the balance of the fund will be allocated among the Property Settlement Classes (\$14,570,000) and will contribute to the Medical Monitoring Program established under the prior 2021 Class Settlement (\$6,000,000).

**9. How will the Property Damage payments be calculated?**

The Fair Market Values (FMV) as of December of 2015 of all Eligible Properties as determined by the 2015 County Assessment Roll will be totaled and used as the denominator of a fraction. The FMV of the Settlement Class Member's Eligible Property will be the numerator of this fraction. The fraction will be multiplied by \$14,570,000 to determine the amount due to the Property Settlement Class Member or Members who owned the Eligible Property as of the required date.

$$\text{Payment} = (\text{FMV of Settlement Class Member's Eligible Property} / \text{Total FMV of all Eligible Properties}) \times \$14,570,000$$

**10. What is the Medical Monitoring Program?**

This EIDP Settlement provides for additional funds to be used for the existing Medical Monitoring Program and does not extend or modify in any way the length or benefits currently available through the existing Medical Monitoring Program. The Medical Monitoring Allocation will be used to pay all expenses related to medical monitoring for new and existing Class Members, including payments to Participating and Non-Participating Physicians, the Overseeing Program Physician, laboratories, and all Medical Monitoring Administration Costs. The Medical Monitoring Settlement Funds will be available to supplement the existing Medical Monitoring Program after the EIDP Settlement becomes final and will end on the earlier of (a) when the \$6,000,000 Medical Monitoring Allocation has been fully used; or (b) when all bills incurred on or before the seven-year anniversary of the date the Settlement becomes final are paid. Complete details about the testing and services protocols covered by the Medical Monitoring Program are attached to the 2021 Class Settlement Agreement as Appendix A (available at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)).

If money remains in the allocation at the end of the Medical Monitoring Program, additional payments will be made to Medical Monitoring Settlement Class Members who have participated in the Program on a pro rata basis based on their participation.

**HOW TO GET SETTLEMENT BENEFITS – SUBMITTING A CLAIM FORM****11. What do I have to do if I participated as a Class Member in the 2021 Class Settlement and are already participating in the Medical Monitoring Program and/or received a prior payment related to my property?**

If you participated in any 2021 Settlement Class and wish to participate in the same Class or Classes, you need only complete the *Short Claim Form* which indicates your intention to participate in this Settlement and confirms that you have not changed your address or there has been no change in status (e.g., divorce or death that requires the payment be made differently than in 2021) or provides updated information on those items. **You do not have to reestablish your eligibility by producing proof of ownership of an *Eligible Property* or PFOA blood level.**

**12. What do I do if I DID NOT participate as a Class Member in the 2021 Class Settlement or wish to become a Class Member in a different class than the one in which I previously participated?**

If you **did not** participate in the 2021 Class Settlement or wish to participate in a Settlement Class you are not currently participating in, you must complete the *Long Claim Form* and provide proof of eligibility.

**13. When will Settlement Benefits become available?**

The Court will hold a Final Approval Hearing at 10:00 a.m. on , 2026, to decide whether to approve the EIDP Settlement. If the Court approves the EIDP Settlement, there may be appeals. It is always uncertain whether any appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed, and funds provided for the Medical Monitoring Program for new Settlement Class Members will be available, as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

**14. What legal rights will I give up if I decide not to participate in the Settlement?**

If you meet the requirements of a Settlement Class Member, unless you exclude yourself, you will be bound by the terms of the EIDP Settlement. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue or be part of any other lawsuit EIDP or the other Released Parties (see next question) about the legal issues resolved by the EIDP Settlement. The rights you are giving up are called Released Claims.

**15. What are the Claims I will be giving up (Released Claims) if I participate?**

If the EIDP Settlement is approved and becomes final, Settlement Class Members will have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, relinquished, waived, compromised, settled, and discharged the Released Parties from each and every past, present, and future claim and cause of action, including without limitation causes of action and/or relief created or enacted in the future—whether known or unknown, whether direct or indirect, individual or class, in constitutional, federal, state, local, statutory, civil, or common law or in equity, or based on any other law, rule, regulation, ordinance, directive, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, or for compensatory damages, consequential damages, incidental damages, statutory damages, punitive, special, multiple, treble, or exemplary damages, nominal damages, disgorgement, restitution, indemnity, contribution, penalties, injunctive relief, declaratory relief, attorneys' fees, court costs, or expenses—that were or could have been asserted in the Action or any other forum, arising out of or related to, either directly or indirectly or in whole or in part: (i) the subject matter of any allegations contained in the Complaint, any allegations otherwise asserted in the Action, or the subject matter of any discovery obtained in the Action; (ii) the alleged presence of PFAS (including PFOA) in drinking water or the environment (including but not limited to in air, groundwater, surface water, municipal water, private well water, or soil) within the Village of Hoosick Falls or the Town of Hoosick; (iii) the sale, purchase, use, handling, transportation, release, discharge, migration, emission, spillage, or disposal of PFAS (including PFOA) to, at, or from a facility in or near the Village of Hoosick Falls or the Town of Hoosick, including any such PFAS (including PFOA) present as a result of disposal at or discharge to, directly or indirectly, any landfill, sewage system, water treatment facility, or any other location in and around the Village of Hoosick Falls or Town of Hoosick, and/or resulting in any alleged exposure of any Class Member to PFAS (including PFOA) through drinking water, inhalation, dermal contact, or otherwise; (iv) for any type of relief with respect to the acquisition, installation, maintenance, operation, or presence of, including the cost or purported inconvenience or loss of enjoyment of, property associated with whole-house filters, point-of-entry (POET) filters, point-of-use filters, municipal water, private well water, bottled water, alternative water supplies, or remediation; (v) for property damage or property-value diminution, including without limitation stigma, purportedly attributable to the alleged presence of PFAS (including PFOA) in the Village Municipal Water System or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around the Village of Hoosick Falls or the Town of Hoosick; and/or (vi) based on PFAS (including PFOA) in the blood or tissue of any Class Member (the "Released Claims"); provided, however, that the "Released Claims" do not include any individual claims of the Releasing Parties (a) for any damages (including for screenings, tests, examinations, and/or diagnostic procedures that are part of the MM Program) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or (b) to enforce the terms of this Agreement or the Final Approval Order. For purposes of this Agreement, "manifested bodily injuries that have resulted in a medically diagnosed condition" do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

The Released Claims do not include any individual claims for any damages (including for screenings, tests, examinations, and/or diagnostic procedures) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or to enforce the terms of the Class Settlement Agreement or the Final Approval Order. "Manifested bodily injuries that have resulted in a medically diagnosed condition" do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

**THE LAWYERS REPRESENTING SETTLEMENT CLASS MEMBERS****16. Do I have a lawyer representing me in this case?**

Yes. The Court appointed Stephen G. Schwarz and Hadley E. Lundback of Faraci Lange, LLP, James J. Bilsborrow and Robin L. Greenwald of Weitz & Luxenberg, P.C. as "Class Counsel" to represent you and other Settlement Class Members. These lawyers and their firms are experienced in handling similar cases. These lawyers will be paid out of the Settlement if it is approved and you will not be directly charged for their services. If you want to be represented by your own lawyer, you may hire one at your own expense.



**17. How will Class Counsel be paid?**

Class Counsel will ask the Court for an award of attorneys' fees of less than 20% of the Settlement Fund (up to \$5,373,000), plus reimbursement of reasonable litigation costs. They will also ask the Court to approve \$25,000 service awards to be paid to each of the class representative Plaintiffs (a total payment of \$250,000). The Court may award less than these amounts. If approved, these fees, costs, and awards will be paid from the Settlement Fund before making Property Class payments and providing additional funds to the Medical Monitoring Program available to Settlement Class Members.

**18. How do I exclude myself from the EIDP Settlement so I can pursue claims on my own?**

If you are an otherwise eligible Property Settlement Class Member, you may exclude yourself from the EIDP Settlement by sending a letter by mail stating (1) you want to be excluded from *Baker v. DuPont*, No. 1:16-cv-917 (N.D.N.Y.), (2) your full name, current address, and telephone number, (3) facts that prove you are a Property Settlement Class Member, and (4) your signature. You must mail your exclusion request postmarked no later than , 2026 to:

*Baker v. DuPont*  
Settlement Administrator  
P.O. Box XXXX  
XXXX

The Released Parties, including EIDP, have the right to terminate the EIDP Settlement if an undisclosed number of Settlement Class Members choose to exclude themselves from the EIDP Settlement. If this occurs, the EIDP Settlement will be terminated, and no Settlement Class Member will receive any benefits.

**19. If I exclude myself from the EIDP Settlement, can I still receive benefits from the EIDP Settlement?**

No. You will receive no benefits from the EIDP Settlement if you exclude yourself. However, there will be a window in which you may withdraw your letter to be excluded before the Settlement becomes final.

**OBJECTING TO THE SETTLEMENT****20. How do I tell the Court that I object to the Settlement or some part of it?**

If you are a Settlement Class Member, you can object to the EIDP Settlement if you do not agree with it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) your full name, current address, and telephone number; (2) a statement of facts that indicate you are a Settlement Class Member; (3) a statement of your objections and the reasons for them referencing the specific provisions of the EIDP Settlement to which you object; a statement indicating whether you plan to appear at the Final Approval Hearing; and (5) your signature.

Your objection must be mailed to Class Counsel and EIDP's Counsel so it is postmarked no later than , 2026.

Class Counsel	EIDP's Counsel
Stephen G. Schwarz Hadley E. Lundback Faraci Lange, LLP 1882 South Winton Road, Suite 1 Rochester, NY 14618 sschwarz@faraci.com  James J. Bilsborrow Weitz & Luxenberg 700 Broadway New York, NY 10003 jbilsborrow@weitzlux.com	John M. Johnson Lana A. Olson Lightfoot, Franklin & White, LLC 400 20th Street North Birmingham, AL 35203 jjohnson@lightfootlaw.com lolson@lightfootlaw.com

**21. May I come and voice my objections to the Settlement directly to the Court?**

You or your attorney may request to speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

**22. Is objecting to the Settlement the same as being excluded from the EIDP Settlement?**

No, these are two different options. Objecting is simply telling the Court that you don't like something about the EIDP Settlement. You can object only if you remain in the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the EIDP Settlement. If you exclude yourself, you cannot object because the EIDP Settlement no longer affects you.

### THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **a.m. on , 2026**, at the United States District Court for the Northern District of New York, James T. Foley Courthouse, Suite 509, 445 Broadway, Albany, NY 12207. At this hearing, the Court will consider whether the EIDP Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the class representative Plaintiffs' service awards. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (see Question 21 above). After the hearing, the Court will decide whether to approve the EIDP Settlement.

#### **23. Do I have to attend the Final Approval Hearing to participate in the EIDP Settlement?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court 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 required that you do so.

#### **24. If I decide to attend, will I be allowed to speak at the Final Approval Hearing?**

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 21 above).

#### **25. When and how will the Court decide if the EIDP Settlement should receive Final Approval?**

The Court will either issue a Final Approval Order, or issue some other Order that does not grant final approval, at some point on or after the date of the Final Approval Hearing. This Order will be posted on the Court's Docket. Class Counsel will also post this Order on the Settlement Website ([www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com)).

### WHAT IF I DO NOTHING?

#### **26. What if I fail to submit a Claim Form and fail to Exclude myself from the EIDP Settlement?**

If you are an EIDP Settlement Class Member and do not exclude yourself and do not submit a Claim Form, you will give up the rights explained in Question 13, including your right to start a lawsuit or be part of any other lawsuit against EIDP and any other entities covered by the release, about the legal issues resolved by EIDP Settlement. In addition, you will not receive a payment from the EIDP Settlement or be eligible to participate in the Medical Monitoring Program if you are not already participating.

### GETTING MORE INFORMATION

#### **27. If I have more questions, where do I go?**

This Notice summarizes the proposed EIDP Settlement. Complete details are provided in the Class Settlement Agreement. The EIDP Settlement Agreement and other documents are available at [www.hoosickfallspfoasettlement.com](http://www.hoosickfallspfoasettlement.com). Additional information is also available by calling **XXX-XXX-XXXX** or by writing to *Baker v. DuPont* Settlement Administrator, P.O. Box **XXXX, XXXX**. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of New York or reviewing the Court's online docket.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$27M Class Action Settlement Ends Lawsuit Over Alleged Hoosick Falls \(NY\) PFOA Drinking Water Contamination](#)

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