

If you paid for or received drinking water that originated from West Morgan-East Lawrence Water and Sewer Authority, you may be eligible for a payment 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 3M Company, Dyneon, LLC, and Daikin America, Inc. (“Defendants” or “3M” or “DAI”) in a class action lawsuit about whether they contaminated the drinking water source for customers of West Morgan-East Lawrence Water and Sewer Authority (“WMEL” or “the Authority”), Town Creek Water System, West Lawrence Water Cooperative, V.A.W. Water System, and Trinity Water Works.
- You may be included in this settlement if you were a residential-coded customer of WMEL, Town Creek Water System, West Lawrence Water Cooperative, V.A.W. Water System, or Trinity Water Works **or** you currently reside in Alabama, Georgia, or Tennessee, and you owned or resided in a residential housing unit that received water originating with WMEL or provided by WMEL, Town Creek Water System, West Lawrence Water Cooperative, V.A.W. Water System, or Trinity Water Works.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: APRIL 15, 2022	This is the only way you can receive a payment if you are a Resident Subclass Member as defined in Question 5 below. Ratepayer Subclass Members (also defined in Question 5) will automatically receive a payment.
ASK TO BE EXCLUDED DEADLINE: FEBRUARY 10, 2022	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against any of the Defendants related to the legal claims this settlement resolves. However, you will give up the right to get a payment from this settlement.
OBJECT TO THE SETTLEMENT DEADLINE: FEBRUARY 10, 2022	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object, you may also receive or file a claim for a payment.
GO TO A HEARING ON MARCH 15, 2022	You may object to the settlement and ask the Court for permission to speak at the Fairness Hearing about your objection.
DO NOTHING	If you do nothing, you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the legal claims resolved by this settlement. If you are a “Ratepayer Subclass Member” as defined in Question 5 below, you will automatically receive a payment if the settlement is approved and becomes final.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

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BASIC INFORMATION

1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the settlement. This Notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

The Honorable Abdul K. Kallon of the United States District Court for the Northern District of Alabama is overseeing this class action. The case is known as *Lindsey v. 3M Company*, Case No. 5:15-cv-01750 (the “Litigation”). The people that filed this lawsuit are called the “Plaintiffs” and the companies they sued, 3M Company, Dyneon, LLC, and Daikin America, Inc., are called the “Defendants.”

2. What is this lawsuit about?

The Plaintiffs allege that the Defendants polluted their drinking water source by discharging certain per- and polyfluoroalkyl substances (“PFAS”), including perfluorooctanoic acid (“PFOA”) and perfluorooctanesulfonate (“PFOS”) into the Tennessee River. The Defendants deny all of the claims made in the lawsuit.

3. What is a class action?

In a class action, one or more people called “Class Representatives” (in this case, Tommy Lindsey, Lanette Lindsey, Larry Watkins, and Venetia Watkins) sue on behalf of other people with similar claims. Together, the people included in the class action are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants agreed to a settlement. This way, they avoid the cost and burden of a trial, and the people affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

The settlement includes two “Subclasses” as defined below.

1. **Ratepayer Subclass Members:** everyone who (a) was a residential-coded customer of the Authority or of the Town Creek Water System, the West Lawrence Water Cooperative (Route 20 residential customers only), the V.A.W. Water System (residential customers on Routes 08 through 19 only), or the Trinity Water Works at any time between October 5, 2013 and September 29, 2016, and (b) made any payment for water originating with the Authority—whether such water was provided directly by the Authority or through one of the Authority’s wholesale customers, namely, the Town Creek Water System, the West Lawrence Water Cooperative (Route 20 residential customers only), the V.A.W. Water System (residential customers on Routes 08 through 19 only), or the Trinity Water Work—on or between (i) November 1, 2013 and October 31, 2016, in the cases of the residential-coded customers of the Authority, the Town Creek Water System, and the West Lawrence Water Cooperative (Route 20 only), or (ii) November 1, 2013 and June 30, 2016, in the cases of residential-coded customers of the V.A.W. Water System (Routes 08 through 19 only) and the Trinity Water Works; and
2. **Resident Subclass Members:** everyone who currently resides in Alabama, Georgia, or Tennessee, and for at least six months (a) between October 5, 2013 and September 29, 2016, in the cases of the residential-coded customers of the Authority, the Town Creek Water System, and the West Lawrence Water Cooperative (Route 20 only), or (b) between October 5, 2013 and May 31, 2016, in the cases of residential-coded customers of the V.A.W. Water System (Routes 08 through 19 only) and the Trinity Water Works, owned or resided in a residential housing unit that received water originating with the Authority, whether such water was provided directly by the Authority or through one of the Authority’s

wholesale customers, namely, the Town Creek Water System, the West Lawrence Water Cooperative (Route 20 residential customers only), the V.A.W. Water System (residential customers on Routes 08 through 19 only), or the Trinity Water Works.

Persons defined by (1) above are “Ratepayer Subclass Members,” and Persons defined by (2) above are “Resident Subclass Members.” Persons who are Ratepayer Subclass Members are excluded as Resident Subclass Members, except that when two persons are named as the ratepayer for the same account, one of those two persons (but not both) is eligible to be a Resident Subclass Member, provided he or she satisfies the Resident Subclass Member definition. Members of the Resident Subclass shall not be paid for more than one claim in the settlement.

If you are not certain about your status, you can submit a claim and the Settlement Administrator will make the correct decision on your subclass status.

6. Are there exceptions to being included?

Yes. The settlement does not include any employees of the Defendants, any entities in which the Defendants have a controlling interest, any of the legal representatives, heirs, successors, or assigns of Defendants, the Judge assigned to this case or any member of the Judge’s immediate family, any other judicial officer assigned to this case, all persons or entities that properly execute and timely file a request for exclusion from the Class, and any attorneys representing the Class Representatives or Members of the proposed Class.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

3M has agreed to pay \$11,100,000, as well as half of the costs of settlement notice and administration to settle the Litigation. DAI has agreed to pay \$900,000 to settle the Litigation. These monies will be used to create a \$12,000,000 Total Settlement Amount. After deducting attorneys’ fees and expenses, the Class Representatives’ service awards, and half of the costs of notice and administration, approximately \$6,415,000 of the fund will be used to make payments to Ratepayer Subclass Members, and approximately \$1,000,000 of the fund will be used to make payments to Resident Subclass Members who submit valid Claim Forms.

8. I am a Ratepayer Subclass Member. How much will my payment be?

A total of \$6,415,000 has been allocated to make payments to Ratepayer Subclass Members. The majority of Ratepayer Subclass Members will receive a *pro rata* (proportional) share of \$6,375,000. Payments will be calculated as a percentage of total payments made for all Ratepayer Subclass Members accounts. This percentage will then be multiplied by the primary award amount to determine each account’s share of the \$6,375,000. The maximum payment a Ratepayer Subclass Member will receive is \$745 (per account).

A small number of Ratepayer Subclass Members will receive a minimum payment of \$50 because their accounts were short-lived or did not result in many charges. There are approximately 800 Ratepayer Subclass Members that fall within this category and will share from approximately \$40,000 of the total award allocated to Ratepayer Subclass Members.

9. I am a Resident Subclass Member. How much will my payment be?

A total of \$1,000,000 has been allocated to make payments to Resident Subclass Members. Resident Subclass Members are expected to receive a payment between \$50 and \$100. Actual payment amounts will be calculated and distributed *pro rata* (proportional) based on the total number of Resident Subclass Members who submit a valid Claim Form. If too few claims are made and money remains after making \$100 payments to all Resident Subclass Members who submit a valid Claim Form, the excess will be re-allocated to the Ratepayer Subclass Members whose payments from the settlement are not capped and are not minimum payments.

HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM

10. How do I get a payment from the settlement?

If you are a Ratepayer Subclass Member, you do not need to do anything to receive a settlement payment. You will automatically be mailed a check if and when the settlement is approved and becomes final.

If you are a Resident Subclass Member, you must complete and submit a Claim Form by **April 15, 2022**. Claim Forms may be submitted online at www.WMELDrinkingWaterSettlement.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-890-6713 or by writing to the Settlement Administrator, *Lindsey v. 3M Company* Settlement Administrator, P.O. Box 43502, Providence, RI 02940-3502.

11. When would I get my settlement payment?

The Court will hold a hearing on March 15, 2022 to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the settlement and after any appeals are resolved.

12. What rights am I giving up to get a payment and stay in the Ratepayer and/or Resident Subclass?

Unless you exclude yourself, you are staying in the Ratepayer and/or Resident Subclass. 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, continue to sue, or be part of any other lawsuit against any of the Defendants or the Released Parties (*see* next question) about the legal issues resolved by this settlement. The rights you are giving up are called "Released Claims."

13. What are the Released Claims?

If and when the settlement becomes final, Class Members will release and forever discharge 3M, DAI, the Authority, and, to the extent they supplied water originating with the Authority during the Class Period, the Authority's wholesale customers (namely, the V.A.W. Water System, the Trinity Water Works, the Town Creek Water System, and the West Lawrence Water Cooperative) and their respective current and former directors, officers, shareholders, agents, attorneys, representatives, employees, affiliates, subsidiaries, parents, insurers, trustees, and counsel, and their predecessors, successors, and assigns (the "Released Parties") from any and all claims, losses, damages, attorneys' fees, costs, expenses and other remedies, whether asserted or not, accrued or not, known or unknown, that arise out of or relate in any way to the presence of or exposure to PFAS contained in water provided directly or indirectly by the Authority. This release includes all claims alleged in the Complaint, including without limitation claims for battery, property damage, and mental anguish damages, but is not intended to include, and specifically excludes, the release of any claims, losses, damages, attorneys' fees, costs, expenses, or other remedies related to (a) claims for manifest bodily injuries or illnesses and any mental anguish resulting from such manifest injuries or illnesses, or (b) property damage claims arising out of or related to the application of PFAS-containing biosolids on property owned by a Class Member. Subject to the limitations in the preceding sentence, the Parties intend the Released Claims to include all claims, including those for future harms, arising out of any contamination by PFAS of water provided by the Authority, provided, however, that the Parties do not intend the Released Claims to include claims for future harms caused by PFAS amounts in drinking water provided to Class Members by the Authority that exceed applicable federal or Alabama regulatory limits that the Authority's reverse osmosis treatment system is not designed to remove to below those limits. Released Parties agree to waive any defenses based on "claim splitting" or related doctrines that might otherwise apply if the Releasing Parties seek to assert claims excluded from the release.

More details about the claims you will be releasing are described in Section 12 of the Class Settlement Agreement, available at www.WMELDrinkingWaterSettlement.com.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. Judge Kallon appointed the law firms of Heninger Garrison Davis, LLC and The Hannon Law Firm, LLC to represent you and other Class Members as “Class Counsel.” These law firms and their lawyers are experienced in handling similar cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of \$3,600,000 of the Common Fund, plus \$900,000 in expenses. They will also ask the Court to approve a \$5,000 service award to be paid to each of the four Class Representatives (\$20,000 total). The Court may award less than these amounts. If approved, these fees, expenses, and awards will be paid from the Total Settlement Amount before making payments to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants or the Released Parties about the legal claims in this case, and you do not want to receive a payment from this settlement, you must take steps to get out of the settlement. This is called excluding yourself from or opting out of the settlement.

16. How do I get out of the settlement?

To exclude yourself from the settlement, you must submit an Opt-Out Form or file a written request for exclusion. Opt-Out Forms are available online at www.WMELDrinkingWaterSettlement.com. Your request for exclusion must include: (1) your name; (2) your address; (3) your telephone number; (4) a statement indicating whether you are a Ratepayer Subclass Member or a Resident Subclass Member, including the address where you received water and the period of time during which you received water at that address; (5) a statement indicating that you wish to be excluded from the settlement in *Lindsey v. 3M Company*, Case No. 5:15-cv-01750; and (6) your signature and the signature of a witness to your signature. Your Opt-Out Form or request for exclusion must be mailed to the Settlement Administrator at the address below so it is postmarked no later than February 10, 2022, which is ninety (90) days after entry of the Preliminary Approval Order.

Lindsey v. 3M Company Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

17. If I exclude myself, can I still get a payment from this settlement?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the settlement. You can get a payment only if you stay in the settlement and, if you are a Resident Subclass Member, submit a valid Claim Form.

18. If I do not exclude myself, can I sue the Defendants for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue the Defendants and the Released Parties for the claims that this settlement resolves. You must exclude yourself from *this* Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or any part of it.

19. How do I tell the Court that I do not like the settlement?

If you are a Class Member, you can object to the settlement if you do not like 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 name, address, and telephone number; (2) a statement indicating whether you are a Ratepayer Subclass Member or a Resident Subclass Member, including the address where you received water and the period of time during which you received water at that address; (3) the reasons for your objection; (4) the factual basis for your objection and copies of any documents that support your objection; and (5) your signature and the signature of a witness to your signature.

Your written objection must be electronically filed with the Court no later than February 10, 2022, which is ninety (90) days after entry of the Preliminary Approval Order. Any notice of appearance must be filed in the same manner and within the same amount of time. If such objections/notices are not electronically filed, they must be timely filed no later than February 10, 2022, which is ninety (90) days after entry of the Preliminary Approval Order, by mailing them (first-class postage pre-paid, correctly addressed, postmarked by the deadline) to the Clerk of the Court, Class Counsel, 3M's Counsel, and DAI's Counsel at the addresses below:

Court
Sharon Harris, Clerk of the Court United States District Court for the Northern District of Alabama Hugo L. Black United States Courthouse 1729 5th Avenue North Birmingham, AL 35203

Class Counsel	3M's Counsel	DAI's Counsel
Timothy C. Davis Heninger Garrison Davis, LLC 2224 1st Avenue North Birmingham, AL 35203	M. Christian King Lightfoot, Franklin & White L.L.C. The Clark Building 400 20th Street North Birmingham, AL 35203	Steven F. Casey Jones Walker LLP Suite 1100 420 20th Street North Birmingham, AL 35203

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Fairness 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 Fairness Hearing.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain in the Ratepayer and/or Resident Subclass (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 9:00 a.m. on March 15, 2022 at the Seybourn H. Lynne U.S. Courthouse & Post Office, 400 Well Street, Decatur, AL 35601. At this hearing, the Court will consider whether the 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 Representatives' service awards. If there are objections, the Court will consider them. Judge Kallon will listen to people who have asked to speak at the hearing (*see* Question 20 above). After the hearing, the Court will decide whether to approve the settlement.

23. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Kallon 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 necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing (*see* Question 20 above).

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will give up the rights explained in Question 12, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties about the legal issues resolved by this settlement. If you are a Resident Subclass Member and do not submit a Claim, you will not receive a payment from the settlement.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Class Settlement Agreement. The Class Settlement Agreement and other related documents are available at www.WMELDrinkingWaterSettlement.com. Additional information is also available by calling 1-888-890-6713 or by writing to *Lindsey v. 3M Company* Settlement Administrator, P.O. Box 43502, Providence, RI 02940-3502. 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 Alabama or reviewing the Court's online docket.