

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

**TOMMY LINDSEY, LANETTE
LINDSEY and LARRY
WATKINS, individually, and on
behalf of a Class of persons
similarly situated,**

Plaintiffs,

vs.

**3M COMPANY, DYNEON,
L.L.C., and DAIKIN AMERICA,
INC.,**

Defendants.

Case No. 5:15-cv-01750-AKK

CLASS SETTLEMENT AGREEMENT

THIS CLASS SETTLEMENT AGREEMENT is entered into as of the 25th day of October, 2021, by and among 3M Company (including its unincorporated unit Dyneon, f/k/a Dyneon LLC) (“3M”), Daikin America, Inc. (“DAI”) (3M and DAI are collectively “Defendants”), and Plaintiffs Tommy Lindsey, Lanette Lindsey, and Larry Watkins (collectively “Plaintiffs” or, interchangeably, the “Class Representatives”), on behalf of themselves and the Class Members, acting by and

through Class Counsel. Plaintiffs and Defendants are collectively the “Parties,” and any one of them is a “Party.”¹

RECITALS

WHEREAS, Plaintiffs are customers of the West Morgan-East Lawrence Water and Sewer Authority (the “Authority”) and receive their domestic water from the Authority;

WHEREAS Plaintiffs have asserted claims against Defendants in the Action in connection with the operations at the 3M Plant and the DAI Plant, respectively;

WHEREAS, Plaintiffs’ claims allege in substance that PFAS from the 3M Plant and the DAI Plant have entered the Tennessee River and have thereby contaminated the water that the Authority draws from the River at its treatment plant in Lawrence County, Alabama, and then provides to Plaintiffs and the Class Members;

WHEREAS, Plaintiffs contend, on behalf of themselves and the Class Members, that they have suffered various forms of injury and damage due to contamination of their water supply with PFAS;

WHEREAS, on or about September 29, 2016, the Authority began treating water it received from the Tennessee River with a granular activated carbon (GAC)

¹ Unless defined elsewhere in this Agreement, capitalized terms have the meaning specified in Paragraph 1.

system before providing it to Class Members;

WHEREAS, since the beginning of the operation of the GAC system, PFAS consistently has not been detected above any regulatory or advisory limit in the water that the Authority has provided to Class Members;

WHEREAS, the Authority previously brought claims against Defendants in this Action, and those claims were settled by Defendants by the payment of money damages to the Authority;

WHEREAS, after the settlement of its claims, the Authority commenced construction of a new, reverse-osmosis water treatment system that has been designed for the Authority to remove all PFAS from the water it will provide its customers;

WHEREAS, Defendants have denied and continue to deny any wrongdoing in connection with their operation of the 3M Plant and the DAI Plant, respectively, and specifically deny and dispute the scientific, factual, legal, and other bases asserted in support of Plaintiffs' claims;

WHEREAS, after carefully considering the facts and applicable law and the delay, costs, risks, and uncertainty of continued litigation, and as a result of having engaged in extensive arm's length negotiations, the Parties desire to settle the claims in the Action on the terms and conditions stated herein, which the Plaintiffs and

Class Counsel believe are fair, reasonable, adequate, and beneficial to and in the best interests of the Class Members;

WHEREAS, the Parties agree that by entering into this Settlement, no Defendant is admitting any liability, fault, or violation of law, but that Defendants deny all allegations and claims asserted against them; and

WHEREAS, the Parties agree that by entering into this Settlement, the Parties do not admit the truth of these Recitals except for the purpose of this Settlement and to the extent the Court approves the Settlement; and

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

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, IT IS HEREBY AGREED by the Parties, subject to Court approval, as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms shall have the meanings set forth below:

“3M Plant” means the 3M facility located at 1400 State Docks Road, Decatur, Alabama.

“3M Settlement Amount” has the meaning set forth in Paragraph 9 of this Agreement.

“Action” means the above-captioned class action lawsuit currently pending in the United States District Court for the Northern District of Alabama.

“Agreement” means this Class Settlement Agreement, including all exhibits.

“Class Claims” means the Released Claims of the Class Representatives and the Participating Class Members.

“Class Administration” means the work of (a) providing notice of the settlement pursuant to the notice plan approved by the Court; (b) establishing, managing, reporting on, receiving the Total Settlement Amount and other funds into, and paying the Total Settlement Amount and other funds out of, an appropriate bank account exclusively dedicated to holding funds paid by Defendants under this Agreement that does not commingle funds from other sources; and (c) soliciting, answering inquires about, reviewing, evaluating, deciding, granting, denying, calculating, paying, and reporting on claims, requests, or orders for payment from the Total Settlement Amount and other funds held in the same bank account.

“Class Counsel” means those lawyers and law firms listed on the signature pages of this Agreement as “Counsel for Plaintiffs.”

“Class Members” means those Persons who are within the Settlement Class.

“Class Notice” means providing information about this Agreement to the Class Members in accordance with Fed. R. Civ. P. 23(b)(3) and 23(e) and precedent of the United States Court of Appeals for the Eleventh Circuit.

“Class Period” means the period starting on October 5, 2013 and ending on September 29, 2016.

“Complaint” means the Consolidated Individual and Class Action Complaint (Docket No. 175) in the Action.

“Court” means the United States District Court for the Northern District of Alabama, the Honorable Abdul Kallon, presiding.

“DAI Plant” means the DAI facility located at 905 State Docks Rd, Decatur, Alabama.

“DAI Settlement Amount” has the meaning set forth in Paragraph 9 of this Agreement.

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

“Fairness Hearing” means the hearing at which the Court will consider whether to give final approval to this Agreement and Settlement; approve, modify, or deny a petition for an award of attorneys’ fees and expenses; enter the Final Approval Order; and make such other final rulings as are contemplated by this Agreement.

“Final Approval Order” means the Court’s entry of the final order approving this Agreement and Settlement following the Fairness Hearing and making such other rulings as are contemplated by this Agreement in substantially the form attached hereto as Exhibit D.

“Household” means a residential housing unit, such as a house or an apartment, 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—on or between (a) October 5, 2013 and September 29, 2016, in the cases of residential housing units serviced by the Authority, the Town Creek Water System, and the West Lawrence Water Cooperative (Route 20 only), or (b) October 5, 2013, and May 31, 2016, in the cases of residential housing units serviced by the V.A.W. Water System (Routes 08 through 19 only) and the Trinity Water Works.

“Participating Class Members” means those individuals who are within the Settlement Class and who do not elect to opt out of the Settlement Class.

“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.

“PFAS” means, solely for purposes of this Agreement, fluorinated organic substances that contain one or more carbon atoms and on which at least two of the hydrogen atoms have been replaced by fluorine atoms. “PFAS” includes without limitation perfluorooctanoic acid (“PFOA”), perfluorooctane sulfonate (“PFOS”), perfluoroalkyl acids, perfluoroalkane sulfonyl fluorides, perfluoroalkyl iodides, per- and polyfluoroalkyl ether-based substances, fluoropolymers, side-chain fluorinated polymers, and chemical precursors and degradants of all such substances. “PFAS” for purposes of this agreement include all per- and polyfluoroalkyl substances and their chemical precursors and degradants, as well as all products manufactured with or containing such substances, precursors, or degradants.

“Preliminary Approval Order” means the Court’s order preliminarily approving this Agreement and Settlement and making such other rulings as are contemplated by this Agreement, where such approval is in substantially the same form as the Proposed Preliminary Approval Order, attached as Exhibit C to this Agreement.

“Ratepayer Subclass” and **“Ratepayer Subclass Members”** shall have the meanings set forth in Paragraph 3 of this Agreement.

“Released Claims” means all claims against Released Parties that are released in this Agreement.

“Released Parties” means 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.

“Releasing Parties” means the Class Representatives, the Participating Class Members, and their respective current and former directors, officers, shareholders, agents, attorneys, representatives, employees, affiliates, subsidiaries, parents, insurers, counsel, trustees, executors, and heirs, and their predecessors, successors, or assigns, but only so far as the claims raised in this case have been released as set forth in this Agreement as described in Paragraph 12.

“Resident Subclass” and **“Resident Subclass Members”** shall have the meanings set forth in Paragraph 3 of this Agreement.

“Settlement” means the class settlement to be consummated under this Agreement pursuant to the Final Approval Order as described herein.

“Settlement Administrator” means the third party selected by Class Counsel and approved by the Court that will perform the work of Class Administration, which third party shall not be a related person to either of the Defendants under the meaning of Section 267(b) of the Internal Revenue Code of 1986, as amended.

“Settlement Class” means the class that the Court is being asked to certify for purposes of settlement, as defined in Paragraph 3 of this Agreement.

“Total Settlement Amount” shall have the meaning set forth in Paragraph 9 of this Agreement.

2. NO ADMISSION OF WRONGDOING OR LIABILITY. Nothing in this Agreement, or in any final judgment or order of dismissal entered in the Action in accordance with this Settlement, constitutes an admission or concession by the Defendants of any liability or wrongdoing by the Defendants, that there is any validity to any allegation in the Complaint, or that the Class Claims could be certified for class treatment for purposes of litigation as opposed to settlement. The Defendants 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 Defendants have denied and continue to deny any wrongdoing alleged in the Complaint, and specifically deny and dispute the scientific, factual, legal, and other bases alleged to support Plaintiffs’ Claims. Nothing contained in this Agreement, Settlement, or any related documents

filed in connection therewith is intended to be nor shall be interpreted by anyone as in any way suggesting anything to the contrary in this Action or in any other actions. Neither this Agreement, the Final Approval Order, the fact of Settlement, the Settlement negotiations, nor any related documents or facts related to the Settlement or Settlement negotiations, shall be offered or received in evidence against any Party for any purpose in any proceeding other than (i) in such proceedings as may be necessary to comply with or enforce this Agreement, or (ii) in any action against or by Plaintiffs or Class Members against or by any of the Released Parties in connection with a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

3. CLASS CERTIFICATION

a. Plaintiffs shall move the Court to certify, and Defendants shall not oppose certification of, the following “Settlement Class” consisting of the following two subclasses for purposes of this Settlement only:

(1) “Ratepayer Subclass”: Every Person 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”: Every Person who currently resides in Alabama, Georgia, or Tennessee, and for at least six months between (a) 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.

Excluded from the Settlement Class are employees of Defendants and any entities in which Defendants have a controlling interest; any of the legal representatives, heirs, successors, or assigns of Defendants; the Judge to whom this case is assigned and any member of the Judge’s immediate family and any other judicial officer assigned to this case; all persons or entities that properly execute and timely file a request for exclusion from the Settlement Class; and any attorneys representing the Plaintiffs or Members of the proposed Settlement Class.

b. If this Agreement terminates pursuant to Paragraph 19 for any reason or litigation of the Action otherwise resumes, Defendants shall have the right to

oppose or otherwise challenge class certification on any grounds notwithstanding any provision of this Agreement.

4. CLASS REPRESENTATIVES. Plaintiffs, through Class Counsel, shall propose the following individuals as “Class Representatives” of the Settlement Class:

Tommy Lindsey, representing the Ratepayer Subclass;

Lanette Lindsey, representing the Resident Subclass;

Larry Watkins, representing the Ratepayer Subclass;

Venetia Watkins, representing the Resident Subclass.

Class Counsel believe that the individuals listed above are appropriate representatives for the Settlement Class for purposes of this Settlement, and Defendants agree not to dispute or challenge such appropriateness solely for purposes of this Agreement and Settlement.

5. THE PARTIES’ EFFORTS TO OBTAIN SETTLEMENT APPROVAL ORDER. Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Class Claims, Plaintiffs and Class Counsel have concluded that this Agreement provides benefits to the Class Members and is fair, adequate, reasonable, and in the best interest of the Class Members. The Plaintiffs and Class Counsel agree to recommend approval of this Agreement by the Court,

and to support approval of this Settlement as fair, adequate and reasonable. The Defendants will support the approval of this Settlement. The Parties further agree 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 challenges to the fairness of the Settlement and any appeals from or challenges to the Final Approval Order. Those steps shall include the following:

a. Execution of Agreement. The Parties, through their respective counsel, shall execute this Agreement.

b. Agreement to Participate. The Class Representatives each shall execute an Agreement to Participate in the form attached as Exhibit E to this Agreement. Class Counsel shall provide the executed copies of the Agreements to Participate to Defendants within seven (7) days after this Agreement is fully executed.

c. 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, Plaintiffs, through Class Counsel, shall file a motion with the Court for entry of a Preliminary Approval Order, which Defendants agree not to oppose. The motion shall seek an order:

- (1) Conditionally certifying the Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure;

- (2)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;
- (3)Finding that the Notice Plan described in Exhibit A to this Agreement and the Class Notice in the form of Exhibit B to this Agreement fairly and adequately describe the terms and effect of this Agreement and the Settlement; give notice of Class Members' right to opt out of the Class Settlement; describe how Class Members may object to approval of the Settlement; give notice of the time and place of the Fairness Hearing for final approval of the Settlement; and satisfy the requirements of Fed. R. Civ. P. 23(e), due process, and binding precedent regarding notice to Class Members of the Settlement; and
- (4)Appointing and designating Class Counsel as the counsel for the Settlement Class under Fed. R. Civ. P. 23(g).
- (5)Appointing and designating Plaintiffs as the representatives for the Settlement Class; and
- (6)Preliminarily approving the plan of distribution of Settlement proceeds to Class Members.

d. Providing Class Notice. Subject to Court approval, Class Counsel shall provide Class Notice in accordance with the Notice Plan described in Exhibit A to this Agreement and any additional direction by the Court.

e. Providing Notice Pursuant to CAFA. Within ten (10) days after the Plaintiffs file the Preliminary Approval Motion with the Court, 3M and DAI shall each provide the notice required by the Class Action Fairness Act, 28 U.S.C. § 1715, to the appropriate officials of the United States, and the States of Alabama, Georgia, and Tennessee. 3M and DAI agree to provide copies to Class Counsel at the time they provide notices to the state and federal officials;

f. Motion for Final Approval of Class Settlement. No later than sixty (60) days after entry of an order preliminarily approving the Settlement, Plaintiffs, through Class Counsel, shall file a motion, which Defendants agree not to oppose, seeking a Final Approval Order that (i) certifies the Settlement Class; (ii) approves the Settlement as fair, adequate, and reasonable under Federal Rule of Civil Procedure 23(e); (iii) approves the plan of distribution of Settlement proceeds to Class Members; (iv) dismisses the Action with prejudice; (v) rules that each of the Releasing Parties has released, waived, compromised, settled, and discharged all Released Claims; (vi) enjoins all further litigation by the Plaintiffs and Participating Class Members with respect to the Released Claims; (vii) awards any attorneys' fees, costs, and expenses; and (viii) reserves exclusive and continuing jurisdiction over

the interpretation, performance, implementation, enforcement, and administration of this Agreement and the Court's orders in the Action.

g. The Fairness Hearing. On the date and time set by the Court, Class Counsel and counsel for Defendants shall participate in the Fairness Hearing. Class Counsel and counsel for Defendants will reasonably cooperate with one another to obtain a Final Approval Order.

6. OBJECTION PROCEDURE. Each Class Member wishing to object to the Settlement shall file with the Court a timely written notice of objection delivered or postmarked no later than ninety (90) days after entry of the Preliminary Approval Order, the exact calendar date to be specified by the Court in the Preliminary Approval Order. The objection shall set forth the reasons for the Class Member's objection. The objection must be personally signed by the Class Member and witnessed, and state (i) the Class Member's name, address, and telephone number (ii) the factual basis for the claim of class membership, including whether the objector is a Ratepayer Subclass Member or a Resident Subclass Member and the address where water was received and for what period of time during the Class Period, (iii) whether the Class Member plans to appear at the Fairness Hearing, (iv) the complete factual basis for the objection, along with whatever legal authority, if any, the objector asserts regarding the objection. No "mass" or "class" objections shall be valid, and no Person may submit an objection on behalf of any other Person.

The objection shall be filed with Sharon Harris, Clerk of Court, United States District Court for the Northern District of Alabama, Hugo L. Black United States Courthouse, 1729 5th Avenue North, Birmingham, AL 35203. Additionally, one copy of the written objection shall be served by first-class mail upon Class Counsel and Defendants' Counsel, as follows:

Class Counsel:

Timothy C. Davis
HENINGER GARRISON DAVIS, L.L.C.
2224 1st Avenue North
Birmingham, Alabama 35203

3M's Counsel:

M. Christian King
LIGHTFOOT, FRANKLIN & WHITE L.L.C.
The Clark Building
400 20th Street North
Birmingham, Alabama 35203

DAI's counsel:

Steven F. Casey
JONES WALKER LLP
Suite 1100
420 20th Street North
Birmingham, Alabama 35203

7. OPT OUT PROCEDURE. Prior to Final Approval of this Settlement, by a date specified by the Court in the Preliminary Approval Order, but in no event no later than ninety (90) days after entry of the Preliminary Approval Order, Class Members may exclude themselves from the Settlement by submitting an opt out

notice pursuant to the procedure stated in the Class Notice, the proposed form of which is attached to this Agreement as Exhibit F, including personally signing the opt out notice in the presence of a witness, subject to approval by the Court. Within thirty (30) days after the date fixed by the Court for Class Members to opt out from the Settlement, Class Counsel shall furnish Defendants and the Court in writing with a complete list of all Class Members who have elected to opt out and copies of all opt out notices received. No “mass” or “class” opt out notices shall be valid, and no Person may submit an opt out notice on behalf of any other Person. If more than 500 Ratepayer Subclass Members or if more than 1500 Resident Subclass Members request exclusion from the Settlement, either Defendant may, at its option and sole discretion, terminate the Settlement. Such option shall be exercised, if at all, within twenty-one (21) days of a Defendant’s receipt of the list of all Class Members who have elected to opt out. If either Defendant exercises its option to terminate this Settlement, then the termination provisions set forth in Section 20 of this Agreement shall apply.

8. APPEAL OF FINAL APPROVAL ORDER. In the event of any appeal, all dates in the Agreement triggered after the date of the Final Approval Order are stayed until fourteen (14) days after all opportunities for further appellate review have ended. If any Person appeals the Court’s Final Approval Order, the Parties will use their best efforts to defeat the appeal.

9. CLASS BENEFITS PROMISED IN EXCHANGE FOR RELEASE. In consideration of all the promises and covenants set forth in this Agreement, and of the release and dismissal of the Released Claims against the Released Parties as contemplated in this Agreement, Defendants agree to make Settlement payments totaling \$12,000,000 (Twelve Million Dollars). Of that amount, 3M shall pay \$11,100,000.00 (Eleven Million One Hundred Thousand Dollars) (the “3M Settlement Amount”) and DAI shall pay \$900,000.00 (Nine Hundred Thousand Dollars), with no contribution by DAI to Class Notice and Class Administration (the “DAI Settlement Amount”). In addition to funding the 3M Settlement Amount, 3M shall pay the Settlement Administrator one-half of the reasonable costs for Class Notice and Administration in accordance with Paragraph 11. DAI will have no responsibility for any such costs. The “Total Settlement Amount” is comprised of the 3M Settlement Amount, the DAI Settlement Amount, and 3M’s one-half share of the reasonable costs of Class Notice and Class Administration. The respective obligations of 3M and DAI under this Paragraph are several and not joint, and neither Defendant shall be responsible for the payment of the other. In no event shall either Defendant be obligated to pay anything in excess of the respective amounts specified above, including but not limited to additional amounts for attorneys’ fees, expenses, or interest. In accordance with the Parties’ Proposed Final Approval Order to be submitted to the Court, the Total Settlement

Amount, less reasonable attorneys' fees and expenses as provided for in Paragraph 10 and less one-half of the cost of Class Notice and Class Administration as provided for in Paragraphs 10 and 11 is to be distributed to Participating Class Members. Defendants shall have no obligation as to, interest in, or responsibility with respect to the allocation, administration, or distribution of the Total Settlement Amount.

10. ATTORNEYS' FEES AND EXPENSES. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee consisting of some portion of the Total Settlement Amount. That application shall be filed no later than fourteen (14) days after entry of the Preliminary Approval Order, before objections are due pursuant to Paragraph 6. Subject to Class Counsel's application for attorneys' fees and expenses, and in accordance with the Final Approval Order, the Settlement Administrator shall distribute attorneys' fees and expenses approved by the Court (including but not limited to expert witness fees, consultants' fees, litigation expenses, and one-half the cost of Class Notice and Class Administration) from the Total Settlement Amount. Any attorneys' fees and expenses paid to Class Counsel from the Total Settlement Amount 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 claims of Participating Class Members with prejudice.

11. EXPENSES OF CLASS NOTICE AND CLASS ADMINISTRATION. All reasonable expenses of providing Class Notice in

accordance with Paragraph 5(d) and Exhibit A to this Agreement and all reasonable expenses of Class Administration shall be divided and borne equally between the Participating Class Members and 3M.

12. RELEASE BY CLASS REPRESENTATIVES AND PARTICIPATING CLASS MEMBERS. Subject to the following sentences of this Paragraph, the Releasing Parties hereby release and forever discharge 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. The 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.

13. EXCLUSIVE REMEDY AGAINST RELEASED PARTIES. The distribution described in Paragraph 9 of this Agreement is the exclusive consideration provided to the Releasing Parties for the Released Claims against the Released Parties. Each Participating Class Member shall look solely to the Total Settlement Amount (less reasonable attorneys' fees and expenses) for satisfaction of all claims released herein. Accordingly, the Released Parties shall not be subject to liability or expense of any kind to the Releasing Parties with respect to any Released Claims, other than as set forth in this Agreement.

14. COVENANT NOT TO SUE. The Releasing Parties shall not commence, prosecute, or seek benefits as a member of a certified plaintiff class in any action or other proceeding against, or with regard to the asserted conduct of, the Released Parties based upon the Released Claims. The Releasing Parties consent to this Court's entry of an injunction barring them from commencing or prosecuting

any action or other proceeding, or seeking benefits as a member of a certified plaintiff class, based upon the Released Claims.

15. MEDICARE OBLIGATIONS.

a. The Parties hereby acknowledge and agree to the following: (i) under the Medicare Secondary Payer (“MSP”) statute, 42 U.S.C. §1395y(b), and its accompanying regulations (“the MSP Provisions”), the Centers for Medicare and Medicaid Services (“CMS”) may be entitled to seek reimbursement of conditional payments made by the Medicare program (Title XVIII of the Social Security Act) (the “Medicare Program”) on claims for items and/or services relating to injuries allegedly sustained by Participating Class Members; (ii) Participating Class Members are in the best position to, and shall have the responsibility to, determine whether any reimbursement obligation exists and, if there is a reimbursement obligation, ensure that the Medicare Program’s interests are properly considered and discharged; and (iii) if there is a reimbursement obligation to the Medicare Program, or to a Medicare Advantage Organization (MAO), Participating Class Members are responsible under the MSP Provisions to verify, resolve, and satisfy such obligation.

b. If a Participating Class Member is now or in the past has been enrolled in the Medicare Program and that Participating Class Member is entitled to a payment of at least \$750 under this Settlement, the Settlement Administrator will report the Settlement payment to the CMS pursuant to the MSP statute and

regulations (even if the Parties do not believe that there is any requirement to report the Settlement payment to CMS). In order to comply with this obligation, the Settlement Administrator shall gather names, social security numbers, dates of birth for all Participating Class Members entitled to a Settlement payment of at least \$750 before making any such payments.

c. Participating Class Members have the right, based on the cost of procurement or hardship, to seek a waiver, compromise, or other reduction in the amount of the Conditional Payments sought by CMS.

d. The Parties do not intend to shift responsibility for medical benefits to the Federal Government as any part of this Settlement. Medicare may not accept the terms of this Settlement as to an allocation of funds if the Settlement does not adequately address Medicare's interests. If Medicare's interests are not reasonably considered and protected, Medicare may refuse to pay for services related to the alleged injury until such expenses have been paid or the amount of the entire settlement has been exhausted. Medicare may also assert a recovery claim, if appropriate, based on Conditional Payments made by Medicare within the meaning of 42 U.S.C. §1395y(b)(2). CMS has a direct priority right of recovery against any entity, including a beneficiary, provider, supplier, physician, attorney, state agency, or private insurer, that has received any portion of a third party payment directly or indirectly. Consequently, to comply with the applicable federal regulations and to

reasonably recognize Medicare's interests, Participating Class Members will satisfy any and all Medicare subrogation interests, claims and/or liens, as may be finally determined and/or compromised, from the proceeds of the settlement funds. Participating Class Members voluntarily accept the risk that Medicare may demand reimbursement in excess of the amount of the settlement or may refuse to pay for services related to the injury, and waive any and all claims of any nature and/or damages against the Parties or their counsel should Medicare, or a Medicare Advantage Organization (MAO) take such action, including, but not limited to, a Private Cause of Action against one or more Parties or their counsel under 42 U.S.C. § 1395y(b)(3)(A).

e. No allocation for future medical expenses to protect Medicare's interest in the future is necessary, and Participating Class Members will not allocate any amount of the proceeds of this Settlement for future medical care at the time of payment, but may do so in the future if necessary and appropriate in a Participating Class Member's sole discretion.

16. PAYMENT OF 3M AND DAI SETTLEMENT AMOUNTS. Within ten (10) days following the Effective Date, 3M shall wire transfer the 3M Settlement Amount, and DAI shall wire transfer the DAI Settlement Amount, to an account held by the Settlement Administrator for ultimate distribution to Participating Class Members and others in accord with this Agreement. In no event shall either

Defendant have any liability whatsoever with respect to its respective Settlement Amount once it is paid to the Settlement Administrator as specified in this Paragraph.

17. QUALIFIED SETTLEMENT FUND. The fund into which Defendants pay the Total Settlement Amount (inclusive of 3M's payment of one-half of the costs of Class Notice and Class Administration) at all times is intended to be a "qualified settlement fund" within the meaning of United States Treasury Regulation § 1.468B-1. Neither the Parties nor the Settlement Administrator shall take a position in any filing or before any tax authority that is inconsistent with such treatment. Each of the Defendants shall be a "transferor" within the meaning of United States Treasury Regulation § 1.468B-1(d)(1) to the fund with respect to the amounts transferred by that Defendant. The Settlement Administrator shall be the "administrator" of the fund, within the meaning of United States Treasury Regulation § 1.468B-2(k)(3), and, as the administrator, the Settlement Administrator shall: (a) timely make or join in any and all filings or elections necessary to make the fund a qualified settlement fund at the earliest possible date (including, if requested by any of the Defendants, 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 fund; (c) timely pay any taxes (including any estimated taxes, any interest or penalties, or any taxes or tax detriments that may be imposed on any of

the Defendants) required to be paid by or with respect to the 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 Settlement Administrator in performing the obligations created by this section, shall be paid out of the fund unless otherwise provided for herein, and those payments shall be reserved for in the plan of distribution of Settlement proceeds and shall be made before the final distribution of those proceeds. The Defendants shall have no responsibility or liability for paying such taxes and no responsibility to file tax returns with respect to the fund or to comply with information reporting or tax withholding requirements with respect thereto. The fund shall be used to indemnify and hold the Defendants harmless for any such taxes (including any taxes payable by reason of any such indemnification) that Defendants pay or are required to pay. Each of the Defendants shall provide the Settlement Administrator with the required statement under United States Treasury Regulation § 1.468B-3(e).

18. REPRESENTATIONS AND WARRANTIES.

a. The Class Representatives represent and warrant that during the Class Period they owned, possessed, or resided in a Household that received water originating with the Authority;

b. The Parties represent and warrant they are voluntarily entering into this Agreement as a result of arm's length negotiations among their counsel; that in executing this Agreement, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that this Agreement contains the entire agreement among the Parties as to the Released Claims. The Parties acknowledge that they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements, or omissions pertaining to any of the foregoing, except as specifically set forth in this Agreement. Each Party assumes the risk of mistakes as to facts or law;

c. The Parties represent and warrant that they have carefully read the contents of this Agreement; and that this Agreement is signed freely by each individual executing this Agreement on behalf of the Parties. The Parties further represent and warrant to each other that he, she, or it has made such investigation of the facts pertaining to the Settlement, this Agreement and all of the matters pertaining thereto, as he, she, or it deems necessary; and

d. Each individual executing this Agreement on behalf of any Party personally represents and warrants to the other Parties that he has the authority to

execute this Agreement on behalf of, and fully bind, each such Party he represents or purports to represent.

19. TERMINATION OF AGREEMENT. This Agreement shall terminate in the following circumstances:

a. If any one Defendant exercises its right to terminate this Settlement under Paragraph 7 due to the number of Class Members who opt out of the Settlement, this Agreement shall automatically terminate and become null and void, without prejudice to the ability of the Parties, at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms.

b. If the Court declines to approve this Agreement and Settlement without modification, this Agreement shall automatically terminate and become null and void, without prejudice to the ability of the Parties, at each of their respective sole option and discretion, to agree to any proposed modifications or attempt to negotiate a settlement on different terms. Notwithstanding the preceding sentence, the Court's entry of an order awarding Class Counsel an amount for attorneys' fees or expenses less than the amounts requested by Class Counsel shall not be grounds to void this Agreement. The only remedy in the event of a fee or expense award less than Class Counsel's request shall be a separate appeal by Class Counsel of the fee or expenses award provided by the Court.

c. If an appeal challenging the approval of this Settlement results in an order reversing or vacating the Final Approval Order as to the approval of the Settlement or the certification of the Settlement Class, any Party may undertake, at its sole option, discretion, and expense, to pursue further review (including panel rehearing, *en banc* rehearing, or a petition for *certiorari*) of that appellate order. If no Party timely pursues such further review, or if pursuit of such further review fails to secure reinstatement of the Final Approval Order without modification, the Agreement shall automatically terminate and become null and void, without prejudice to the ability of the Parties, at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms.

d. If a Party to this Agreement materially breaches the Agreement before the Effective Date, if the breaching Party fails to cure the breach within thirty (30) days after receiving written notice of the breach, and if a Party aggrieved by the breach exercises the right to terminate the Agreement based on the breach, this Agreement shall automatically terminate and become null and void, without prejudice to the ability of the Parties, at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms.

e. If Class Counsel do not provide the executed copies of the Agreements to Participate in accordance with Paragraph 5(b), this Agreement shall automatically terminate and become null and void, without prejudice to the ability of the Parties,

at each of their respective sole option and discretion, to attempt to negotiate a settlement on different terms

20. CONSEQUENCES OF TERMINATION OF THE AGREEMENT. If this Agreement is terminated and rendered null and void for any reason specified in Paragraph 19 above, the following shall occur:

a. The Action shall for all purposes revert to its status as of June 30, 2020, reserving to the Parties all claims and defenses, and counsel for the Parties agree to jointly seek postponement of all deadlines then existing for a period of at least one month from the date of the termination of this Agreement;

b. The Parties shall file a motion asking the Court to renew all motions pending as of June 30, 2020, including those motions identified in the Court's June 30, 2020 Order (Dkt. 253);

c. The Parties shall schedule depositions of all expert witnesses not already deposed and depositions of fact witnesses which had been noticed or scheduled prior to June 30, 2020 to take place within sixty (60) days of the termination of this Agreement;

d. All releases and orders delivered pursuant to the Agreement shall be null and void; none of the terms of this Agreement (except for Paragraphs 17-21) shall be effective or enforceable; and neither the fact nor the terms of this Agreement

shall be offered or received in evidence in the Action or in any other action or proceeding for any purpose; and

e. The 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 the Settlement.

21. PUBLICITY AND CONFIDENTIALITY

a. Publicity Regarding Settlement. Except as shall be ordered by the Court and until after the Effective Date, the Parties shall issue no publicity, press release, or other public statement regarding this Settlement unless jointly agreed to in writing by all Parties. However, this is not intended to limit Defendants' ability to provide information about the Settlement to their employees, customers, shareholders or other stakeholders, insurers, accountants, or lawyers or in accordance with legal requirements or to limit Plaintiffs' or Class Counsel's ability to provide notice or information about the Settlement to Class Members or in accordance with legal requirements.

b. Confidentiality. The Parties, Class Counsel, and counsel for the Defendants shall keep strictly confidential and not disclose to any third party any non-public information exchanged during or otherwise regarding the negotiation of the Settlement.

c. Confidential Documents. No later than sixty (60) days after the Effective Date, Class Counsel, Plaintiffs, and the Settlement Administrator shall return or destroy (and certify in writing that they have destroyed) Defendants' confidential documents produced in connection with the Action, Settlement discussions, or the negotiation or performance of this Agreement.

22. MISCELLANEOUS

a. Entire Agreement. This Agreement constitutes the entire agreement among the Parties, and it supersedes all prior agreements or understandings between or among them relating to the Settlement of the Action.

b. Construction. The Parties acknowledge that this Agreement was jointly drafted, and agree that if any of its terms are ambiguous, then the rule of construction construing the ambiguity against the drafting party shall not be employed in the interpretation of this Agreement.

c. Governing Law. The Agreement shall be governed and construed by the substantive law of the State of Alabama, without application of Alabama's conflicts-of-law rules. 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 Alabama.

d. Reasonable Extensions. The 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 if required.

e. Amendment. This Agreement may be amended only by a writing executed by all signatories hereto, provided that after entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed on behalf of the Parties and approved by the Court.

f. Retention of Jurisdiction. The United States District Court for the Northern District of Alabama shall retain jurisdiction over the Parties to resolve any dispute which may arise regarding this Agreement.

g. Severability. The provisions of this Agreement are not severable.

h. 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.

i. 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, pandemics, 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.

j. Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Parties, the Participating Class Members, and their respective agents, employees, representatives, heirs, executors, administrators, successors, and assigns.

k. Third-Party Beneficiaries. This Agreement does not create any third-party beneficiaries, except Participating Class Members and the Released Parties other than Defendants.

l. No Liability. No Person shall have any claim against any Plaintiffs, Class Members, Class Counsel, Released Parties, counsel for Defendants, or the Settlement Administrator based on actions that any Plaintiffs, Class Members, Class Counsel, Released Parties, counsel for Defendants, or the Settlement Administrator were required or permitted to take under this Agreement, the Preliminary Approval Order, or the Final Approval Order.

m. Execution. This Agreement may be executed in counterparts and shall be binding upon each Party and all Parties executing this or any counterpart.

n. Notices. Any notice, demand, or other communication required to be given to a Party under this Agreement 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), or delivered by reputable express overnight courier:

To Plaintiffs or Class Members:

Timothy C. Davis
HENINGER GARRISON DAVIS, L.L.C.
2224 1st Avenue North
Birmingham, Alabama 35203

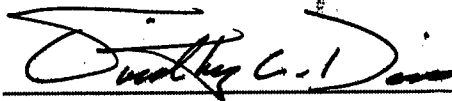
To 3M:

M. Christian King
LIGHTFOOT, FRANKLIN & WHITE L.L.C.
The Clark Building
400 20th Street North
Birmingham, Alabama 35203

To DAI:

Steven F. Casey
JONES WALKER LLP
Suite 1100
420 20th Street North
Birmingham, Alabama 35203

Executed and Agreed, this 25th day of October, 2021.



Timothy C. Davis
W. Lewis Garrison, Jr.
Christopher B. Hood
HENINGER GARRISON DAVIS LLC
2224 First Avenue North
Birmingham, AL 35203

Kevin Hannon
THE HANNON LAW FIRM, LLC
1641 Downing Street
Denver, CO 80128

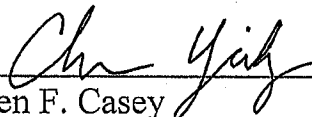
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**COUNSEL FOR DAIKIN AMERICA,
INC.**

EXHIBIT

A



Legal Notification Services

Settlement Notice Plan

Lindsey v. 3M Company

Case No. 5:15-cv-01750

United States District Court
Northern District of Alabama
Northeastern Division

Prepared: October 24, 2021

Program Overview

Class Definition

The Settlement Class (or Settlement Class Members) consists of:

- 1) Every Person 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 (“Ratepayer Class Members”); and
- 2) Every Person who currently resides in Alabama, Georgia, or Tennessee, and for at least six months between (a) 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) 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 (“Resident Class Members”).

Strategies

Individual notice will be mailed directly to all Ratepayer Class Members and also be addressed to Resident Class Members. In addition, a schedule of paid notices will be published in newspapers, and distributed digitally on a variety of websites.

Individual/Direct Notice

Mailed Notice

- A Postcard Notice will be mailed to the addresses of all Ratepayer Class Members.
- The Postcard will be addressed to the Ratepayer, as well as household residents.
- Prior to mailing, the names and addresses will be:
 - Checked against the USPS National Change of Address (NCOA)¹ database;
 - Certified via the Coding Accuracy Support System (CASS);² and
 - Verified through Delivery Point Validation (DPV).³
- Notices returned as undeliverable will be re-mailed to any address available through postal service information.
 - For example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but is still during the period that the USPS returns the piece with the new address indicated.
- Any returned mailing that does not contain an expired forwarding order with a new address indicated may be researched through a third party look-up service, if applicable.

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and last known address.

² Coding Accurate Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

³ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

Daily Newspapers

- The Summary Notice will be published as an approximate eighth page ads unit once in each of the following newspapers:

City	Newspaper	Avg. Daily Circulation	Insertions
Atlanta, GA	<i>Atlanta Journal Constitution</i>	90,325	1
Decatur, AL	<i>Decatur Daily</i>	12,200	1
Chattanooga, TN	<i>Chattanooga Times Free Press</i>	32,000	1
Nashville, TN	<i>The Tennessean</i>	65,000	1
Moulton, AL	<i>Moulton Advertiser</i>	12,623	1
Florence, AL	<i>Florence Times Daily</i>	11,800	1
Huntsville, AL	<i>Huntsville Times</i>	12,000	1
TOTAL		235,948	7

Digital Media

Approximately 3.75 million impressions will be distributed programmatically over a variety of websites, as well as the social media site Facebook. The impressions will appear on both mobile and desktop devices for a period of 30 days. The online ads will be geographically targeted to Adults in Alabama, Tennessee, and Georgia.. All digital ads will include an embedded link to the case website. The following counties will be targeted within each state.

State	County	State	County	State	County	State	County
AL	Blount	GA	Cobb	GA	Mitchell		
AL	Calhoun	GA	Colquitt	GA	Monroe		
AL	Cherokee	GA	Coweta	GA	Murray		
AL	Cleburne	GA	Crawford	GA	Muscogee		
AL	Colbert	GA	Crisp	GA	Paulding		
AL	Cullman	GA	Dade	GA	Peach		
AL	DeKalb	GA	Dawson	GA	Pickens		
AL	Etowah	GA	Decatur	GA	Pike		
AL	Fayette	GA	DeKalb	GA	Polk		
AL	Franklin	GA	Dooly	GA	Quitman		
AL	Jackson	GA	Dougherty	GA	Randolph		
AL	Jefferson	GA	Douglas	GA	Schley		
AL	Lamar	GA	Early	GA	Seminole		
AL	Lauderdale	GA	Fannin	GA	Spalding		
AL	Lawrence	GA	Fayette	GA	Stewart		
AL	Limestone	GA	Floyd	GA	Sumter		
AL	Madison	GA	Forsyth	GA	Talbot		
AL	Marion	GA	Fulton	GA	Taylor		
AL	Marshall	GA	Gilmer	GA	Terrell		
AL	Morgan	GA	Gordon	GA	Thomas		
AL	St Clair	GA	Grady	GA	Troup		
AL	Walker	GA	Gwinnett	GA	Union		
AL	Winston	GA	Haralson	GA	Upson		
GA	Baker	GA	Harris	GA	Walker		
GA	Bartow	GA	Heard	GA	Webster		
GA	Butts	GA	Henry	GA	Whitfield	TN	Atlanta
GA	Chattooga	GA	Houston	GA	Worth	TN	Birmingham
GA	Calhoun	GA	Lamar			TN	Chattanooga
GA	Carroll	GA	Lee			TN	Columbus

State	County	State	County			State	County
GA	Catoosa	GA	Lumpkin			TN	Knoxville
GA	Chattahoochee	GA	Macon			TN	Memphis
GA	Cherokee	GA	Marion			TN	Nashville
GA	Clay	GA	Meriwether				
GA	Clayton	GA	Miller				

Response Mechanisms

Case Website

- Allows Settlement Class Members the ability to obtain additional information and documents including the Detailed Notice, Opt Out Form, Class Settlement Agreement, and any other information that the parties may agree to provide or that the Court may require
- Allows Resident Class Members to file a Claim Online
- Prominently displayed in all printed notice materials and accessible through a hyperlink embedded in the digital notices

Toll-Free Telephone Support

- Provides a simple way for Settlement Class Members to obtain additional information about the Settlement
- Allows Settlement Class Members to request to have more information mailed directly to them

EXHIBIT

B

UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF ALABAMA

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”) 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”), 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: [DATE]	This is the only way you can receive a payment if you are a Resident Class 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: [DATE]	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: [DATE]	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 [DATE]	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.

WHAT THIS NOTICE CONTAINS

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4. Why is there a 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 between (a) 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) 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.

1. 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 claim 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 **[Date]**. Claim Forms may be submitted online at www.Website.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-XXX-XXX-XXXX** or by writing to the Settlement Administrator, *Lindsey v. 3M Company* Settlement Administrator, **[address]**, **[city]**, **[state]** **[zip]**.

11. When would I get my settlement payment?

The Court will hold a hearing on **[Fairness Hearing date]** 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.Website.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 award 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.website.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 _____ (the deadline date), which is ninety (90) days after entry of the Preliminary Approval Order.

Lindsey v. 3M Company Settlement Administrator

[address]

[city] [state] [zip]

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 only get a payment 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 Class Member or a Resident Class 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 _____ (the deadline date), 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 _____ (the deadline date), which is ninety (90) days after entry of the Preliminary Approval Order, by mailing them to (first-class postage pre-paid, correctly addressed, postmarked by the deadline) the Clerk of the Court, Class Counsel, 3M's Counsel, and DAI's Counsel at the addresses below:

Court
Sharon Harris, Clerk of 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, L.L.C. 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 Class (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 :___.m. on [date] in Courtroom __ 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' incentive 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 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.Website.com. Additional information is also available by calling 1-XXX-XXX-XXXX or by writing to *Lindsey v. 3M Company* Settlement Administrator, [address] [city] [state] [zip]. 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.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

**TOMMY LINDSEY, LANETTE
LINDSEY, and LARRY WATKINS,
individually and on behalf of a Class
of persons similarly situated,**

Plaintiffs,

v.

**3M COMPANY, DYNEON,
L.L.C., and DAIKIN AMERICA,
INC.,**

Defendants.

Case No. 5:15-cv-01750-AKK

Judge Abdul K. Kallon

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Before the Court is the Motion for Preliminary Approval of Class Action Settlement filed by the proposed Class Representatives, which is not opposed by Defendants 3M Company, Dyneon, L.L.C., and Daikin America, Inc. (Class Representatives and Defendants collectively referred to as “Parties”). The proposed Class Representatives have moved pursuant to Federal Rule of Civil Procedure 23 for an order preliminarily approving the proposed settlement of the Class Claims against 3M Company (“3M”), Dyneon, L.L.C. (“Dyneon”), and Daikin America, Inc. (“DAI”) (collectively, the “Defendants”) in the above-captioned action in accordance with the Parties’ proposed Class Settlement Agreement dated _____, as filed

with the Court (“Settlement Agreement”), which sets forth the terms and conditions for the proposed settlement of the Class Claims. The proposed Class Representatives also seek conditional certification of the Settlement Class pursuant to Rule 23(b)(3) and approval of a Notice Plan and Class Notice consistent with Rule 23 and applicable law to provide notice of the proposed class action settlement to the Class Members.

WHEREAS, the Court has considered the Settlement Agreement and accompanying exhibits and other documents;

WHEREAS, all Parties have consented to the entry of this Preliminary Approval Order; and

WHEREAS, the Court held a Preliminary Approval Hearing on _____ with the Parties present through Counsel,

IT IS HEREBY ORDERED THAT:

1. Tommy Lindsey, Lanette Lindsey, Larry Watkins, and Venetia Watkins are designated as Class Representatives for purposes of this Settlement. Further, Tommy Lindsey and Larry Watkins are designated representatives of the Ratepayer Subclass, and Lanette Lindsey and Venetia Watkins are designated as representatives of the Resident Subclass.

2. The Court designates Timothy C. Davis, W. Lewis Garrison, Jr., and Christopher B. Hood of Heninger Garrison Davis LLC, and Kevin S. Hannon of The Hannon Law Firm, LLC, as Class Counsel for purposes of this Settlement.

3. The Court confirms the authority of Class Counsel to execute the Settlement Agreement on behalf of the Class Members.

4. The Court hereby finds, preliminarily, that certification of this action as a Rule 23(b)(3) class action is appropriate and finds that each of the elements of Rule 23(a) have been met: (1) the class is so numerous that joinder of all members is impracticable, (2) there are common questions of law or fact, (3) the claims of the class representative are typical of their class and subclass, and (4) each of the representatives fairly and adequately represent their class and subclass. This Court also preliminarily finds that, in this particular context, questions of law or fact common to the class predominate over any questions affecting individual members and that a class action is superior to other available methods to fairly and efficiently adjudicate this controversy. Further, the Court, pursuant to Rule 23(b)(3), preliminarily certifies a Settlement Class consisting of the following two subclasses for purposes of this Settlement only:

(1) “Ratepayer Subclass”: Every Person 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 Works—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”: Every Person who currently resides in Alabama, Georgia, or Tennessee, and for at least six months between (a) 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) 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.

Excluded from the Settlement Class are employees of Defendants and any entities in which Defendants have a controlling interest; any of the legal representatives, heirs, successors, or assigns of Defendants; the Judge to whom this case is assigned and any member of the Judge’s immediate family and any other judicial officer assigned to this case; and all

persons or entities that properly execute and timely file a request for exclusion from the Settlement Class; and any attorneys representing the Plaintiffs or Members of the proposed Settlement Class.

5. The Court has reviewed the Settlement Agreement and preliminarily approves its terms, subject to further consideration at a Fairness Hearing.

a. The Court preliminarily finds that the Settlement Agreement is the product of informed, arm's-length negotiation by counsel and is presumptively fair, just, reasonable, valid and adequate, subject to any objections that may be raised at the Fairness Hearing.

b. The Court preliminarily finds that the Settlement Amount of \$12,000,000.00 (twelve million dollars) will be used to fund class benefits that will directly benefit the Class Members. Based on the Court's preliminary analysis, the class benefits represent a reasonable compromise of the relief sought by the Class Members through the Rule 23(b)(3) Class Claims against Defendants.

c. The Court preliminarily finds the Class Settlement, including the proposed plan of distribution of Settlement proceeds to Class Members, is fair, adequate and reasonable, based upon the Court's consideration of the Fed. R. Civ. P. 23(e) factors: "(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 attorney's 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." *See also Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984).

d. The Fairness Hearing shall be held before the Court on _____ at the United States District Court for the Northern District of Alabama at _____. The Fairness Hearing will enable the Court to: (i) determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court under Rule 23(e), and whether a Final Approval Order should be entered; and (ii) consider such other matters as may properly come before the Court in connection with the approval of the proposed Settlement Agreement, approval of Class Counsel's attorney fees and expenses, and other matters related to approval and implementation of the Settlement Agreement.

6. The Court finds that the proposed Notice Plan and Class Notice attached to the Settlement Agreement are appropriate under the circumstances and are reasonably calculated to inform Class Members of the proposed Settlement, afford Class Members an opportunity to opt out of or present their objections to the

Settlement, and complies in all respects with the requirements of Rule 23 and applicable due process requirements.

7. Class Counsel shall provide notice of the proposed Settlement Agreement to Class Members as required by Rule 23 of the Federal Rules of Civil Procedure and applicable law as set forth in the Notice Plan, including by publication notice in certain newspapers and on digital and social media and by causing a copy of the Class Notice to be mailed to Class Members beginning approximately 30 days after the entry of this Order and being completed no later than 60 days after entry of this Order.

8. Class Members may (1) file objections to the Settlement Agreement, (2) file objections to the Motion for Attorneys' Fees, Costs and Expenses, and/or (3) appear at the Fairness Hearing personally or by counsel (provided that an appearance is served and filed as provided herein). Unless the Court directs otherwise, procedures for lodging objections shall include the following:

(a) Each Class Member wishing to object to the Settlement Agreement shall submit a timely written notice of their objections, filed with the Court, no later than ninety (90) days after entry of this Preliminary Approval Order, or _____. Any notice of appearance must be filed in the same manner and time. If such objections/notices are not electronically filed, they must be timely filed with (by mailing to, first-class postage pre-paid, correctly addressed):

Sharon Harris, Clerk of Court

Re: Tommy Lindsey, Lanette Lindsey and Larry Watkins, individually, and on behalf of a Class of persons similarly situated v. 3M Co., Dyneon, LLC, and Daikin America, Inc., No. 5:15-cv-01750-AKK
United States District Court for the Northern District of Alabama Hugo
L. Black United States Courthouse
1729 5th Avenue North
Birmingham, AL 35203

With timely copies to:

Class Counsel:
Timothy C. Davis
HENINGER GARRISON DAVIS L.L.C.
2224 1st Avenue North
Birmingham, Alabama 35203

Attorney for 3M:
M. Christian King
LIGHTFOOT, FRANKLIN & WHITE L.L.C.
The Clarke Building
400 20th Street North
Birmingham, Alabama 35203

Attorney for Daikin America, Inc.:
Steven F. Casey
JONES WALKER LLP
420 20th Street North, Suite 1100
Birmingham, AL 35203

(b) The notice of objections must include: (1) their name, address, and telephone number; (2) a statement indicating whether they are a Ratepayer Subclass Member or a Resident Subclass Member, including the address where they

received water and the period of time during they received water at that address; (3) the reasons for their objection; (4) the factual basis for their objection and copies of any documents that support their objection; (5) their signature and the signature of a witness to their signature, and (6) a statement indicating whether they wish to appear at the final hearing (personally or through counsel).

9. Class Members who object in the manner provided herein remain Class Members and will be bound by the Settlement Agreement and Final Approval Order if the Settlement Agreement is finally approved following the Fairness Hearing. Any person who fails to object in the manner provided herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this Action and any appeal or other action or proceeding.

10. Class Members may opt out of the class by submitting a timely written notice of their decision to opt out of the Class and sent to the Settlement Administrator as noted in the Class Notice and postmarked no later than ninety (90) days after entry of this Preliminary Approval Order, or _____. Such request for exclusion must include: (1) their name; (2) their address; (3) their telephone number; (4) a statement indicating whether they are a Ratepayer Subclass Member or a Resident Subclass Member, including the address where they received water and the period of time during which they received water at that address; (5) a statement indicating that they wish to be excluded from the settlement in *Lindsey v.*

3M Company, Case No. 5:15-cv-01750; and (6) their signature and the signature of a witness to their signature. Class Members who opt out of the Class will not be bound by the Settlement Agreement or receive any payment under the Settlement Agreement. Any person who fails to opt out in the manner provided herein shall be deemed to have waived his or her ability to opt out and shall forever be barred from opting out of the Class in this Action or in any appeal or other action or proceeding.

10. Class Counsel shall file their motion for Attorneys' Fees, Costs and Expenses no later than fourteen (14) days after entry of this Preliminary Approval Order, or _____, and shall file their motion for final approval of the settlement no later than sixty (60) days after entry of this Preliminary Approval Order, or _____.

11. The Court reserves judgment whether service awards may be awarded to each of the four Class Representatives. After the *en banc* matter in *Johnson v. NPAS Sols., LLC*, 975 F.3d 1244 (11th Cir. 2020) is decided, a request for the awards may be timely renewed, for a sum for each Class Representative no greater than \$5,000, and the Court will decide the matter at that time. Preliminary Approval of

the The Class Settlement is not contingent on consideration or approval of service awards.

12. The Court has considered the due process rights of absent Class Members and finds that such rights are adequately protected.

13. If it has not already done so, Defendants shall provide notice of this proposed Class Action Settlement to the appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act, providing a copy of each such notice to Class Counsel when such notice is sent.

14. The proceedings in this case as to 3M, Dyneon, and DAI are hereby stayed, pending the final determination of whether the Settlement Agreement should be approved, except for those proceedings necessary to carry out or enforce the terms of the Class Settlement Agreement.

DONE the ____ day of _____, 2021.

ABDUL K. KALLON
UNITED STATES DISTRICT JUDGE

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

**TOMMY LINDSEY, LANETTE
LINDSEY, and LARRY WATKINS,
individually and on behalf of a Class
of persons similarly situated,**

Plaintiffs,

v.

3M COMPANY, *et al.*,

Defendants.

Case No. 5:15-cv-01750-AKK

Judge Abdul K. Kallon

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is the Motion for Final Approval of Class Action Settlement filed by the Class Representatives, which has not been opposed by Defendants 3M Company (“3M”), Dyneon, L.L.C. (“Dyneon”), and Daikin America, Inc. (“DAI”) (collectively, the “Parties”). The Class Representatives have moved the Court, pursuant to Federal Rule of Civil Procedure 23, for a final order (1) certifying the Settlement Class pursuant to Rule 23(a) and Rule 23(b)(3) and (2) granting final approval of the proposed Settlement Agreement as fair, reasonable, and adequate under Rule 23(e). In addition, Class Counsel have moved for approval of attorney fees and expenses. The Parties’ Class Settlement Agreement, dated _____, 2021 (“Settlement Agreement”), which was previously filed with the Court (Doc. ____-__), sets forth the terms and conditions for the settlement of the Class Claims,

and was preliminarily approved by the Court on _____, 2021. (*See* Doc. ____). The Court also, on _____, 2021, pursuant to Rule 23(b)(3), conditionally certified the Settlement Class.

WHEREAS, the Court has considered the Settlement Agreement, accompanying exhibits and other documents;

WHEREAS, the Court held a Fairness Hearing on _____, 202__, with the Parties present through Counsel, heard presentations by Counsel concerning the Settlement, certification of the Settlement Class, the implementation of the Notice Plan and Class Counsels' Motion for Attorney Fees and Expenses; and

WHEREAS, the Court considered objections filed with the Court and the arguments of objectors.

IT IS HEREBY ORDERED THAT:

1. The Court hereby finds that certification of this action as a Rule 23(b)(3) class action is appropriate and finds that each of the elements of Rule 23(a) have been met: (1) the class is so numerous that joinder of all members is impracticable, (2) there are common questions of law or fact, (3) the claims of the class representatives are typical of their class and subclass, and (4) each of the representatives fairly and adequately represent their class and subclass. This Court also finds that, in this particular context, questions of law or fact common to the class predominate over any questions affecting individual members and that a class action

is superior to other available methods to fairly and efficiently adjudicate this controversy. The Court, pursuant to Rule 23(b)(3), certifies a Settlement Class consisting of the following two subclasses for purposes of this Settlement only:

- (1) “Ratepayer Subclass”: Every Person 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 Works—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”: Every Person who currently resides in Alabama, Georgia, or Tennessee, and for at least six months between (a) 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) 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.

Excluded from the Settlement Class are employees of Defendants and any entities in which Defendants have a controlling interest; any of the legal representatives, heirs, successors, or assigns of Defendants; the Judge to whom this case is assigned and any member of the Judge's immediate family and any other judicial officer assigned to this case; all persons or entities that properly execute and timely file a request for exclusion from the Settlement Class; and any attorneys representing the Plaintiffs or Members of the proposed Settlement Class.

The Court designates as representatives of the Ratepayer Subclass Tommy Lindsey and Larry Watkins. The Court designates as representatives of the Resident Subclass Lanette Lindsey and Venetia Watkins.

2. The Court has reviewed the Settlement Agreement and approves its terms.

(a) The Court finds that the Settlement Agreement is the product of informed, arm's-length negotiation by counsel and is fair, just, reasonable, valid and adequate, notwithstanding the objections that were raised at the Fairness Hearing.

(b) The Court finds that the Settlement Amount of \$12,000,000.00 (twelve million dollars) will be used to fund class benefits that will directly benefit the Class Members. Based on the Court's analysis, the class benefits represent a

reasonable compromise of the relief sought by the Class Members through the Rule 23(b)(3) Class Claims.

(c) The Court finds the Class Settlement, including the plan of distribution of Settlement proceeds to Class Members, is fair, adequate and reasonable, based upon the Court's consideration of the Fed. R. Civ. P. 23(e)(2) factors: "(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 attorney's 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." *See also Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir.1984).

3. The Court finds that the Class Notice and Notice Plan were appropriate under the circumstances and were reasonably calculated to inform Class Members of the proposed Settlement, afforded Class Members an opportunity to opt out or present their objections to the Settlement, and complied in all respects with the requirements of Rule 23 and applicable due process requirements.

4. The Court finds that Class Counsel implemented the Notice Plan in compliance with this Court's Preliminary Approval Order.

5. The Court finds that Defendants provided notice of the proposed Class Action Settlement to the appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act.

6. The Court has considered the due process rights of absent Class Members and finds that such rights are adequately protected.

7. Class Counsel's Motion for Final Approval of Attorney Fees and Expenses is hereby granted, and Class Counsel are awarded \$_____ for fees and not more than \$_____ for expenses, per the Settlement Agreement, as part of this Settlement.

8. Under the Settlement Agreement, each of the Releasing Parties has released, waived, compromised, settled, and discharged all Released Claims.

9. All further litigation by the Plaintiffs and Participating Class Members with respect to the Released Claims is hereby enjoined.

10. There is no just reason for delay and the Clerk of Court is directed to enter this Final Approval Order as a final judgment. The Court reserves exclusive and continuing jurisdiction over the interpretation, performance, implementation, enforcement, and administration of the Settlement Agreement, and the Court's orders in this Action.

11. This Action is DISMISSED WITH PREJUDICE.

DONE the ____ day of _____, 202_.

ABDUL K. KALLON
UNITED STATES DISTRICT JUDGE

EXHIBIT

E

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

**TOMMY LINDSEY, LANETTE
LINDSEY, and LARRY WATKINS,
individually and on behalf of a Class
of persons similarly situated,**

Plaintiffs,

v.

3M COMPANY, *et al.*,

Defendants.

Case No. 5:15-cv-01750-AKK

Judge Abdul K. Kallon

**AGREEMENT TO PARTICIPATE IN PROPOSED CLASS ACTION
SETTLEMENT**

I, _____, hereby declare the following:

1. I am a Class Representative in the class action lawsuit listed above and have been an active participant in this litigation on behalf of the Class Members.
2. I am aware that my lawyers and counsel for 3M Company, Dyneon, L.L.C., and Daikin America, Inc. (collectively, the “Defendants”) have agreed upon a proposed Class Settlement that would settle the Class Claims against the Defendants.

3. I understand that my lawyers and counsel for the Defendants have agreed upon the terms of this Class Settlement after arm's-length negotiations.

4. In my capacity as Class Representative, I have discussed the terms of the proposed Class Settlement with my lawyers. Based upon my own judgment, belief and knowledge, and taking into account the advice and recommendations of my lawyers, I believe that the terms of the proposed class settlement are fair, adequate, and reasonable, and provide substantial benefits to the Class Members.

5. In my capacity as Class Representative, I approve the terms of the proposed Class Settlement and agree to participate in the settlement of the Class Claims against the Defendants, if approved by the Court.

EXHIBIT

F

Complete and mail this form if you want to be excluded from the settlement in *Lindsey v. 3M Company*, Case No. 5:15-cv-01750, and thereby keep your right to sue or continue to sue the Defendants or the Released Parties about the legal claims made in this case and released by the Class Settlement Agreement. By completing and mailing this form, you will be excluded from this settlement and will give up your right to receive a payment from the settlement.

2. Check the appropriate box below (check only one box):

- 3. Indicate below the address where you received water subject to the settlement, if different from the address you have given above (under 1. Class Member Information):**

4. Indicate the period of time you received water at the address above.

5. Acknowledgement & Signature

- ☐ I acknowledge that I wish to be excluded from the settlement in *Lindsey v. 3M Company*, Case No. 5:15-cv-01750.

Date _____

6. Mail this Opt Out Form postmarked by **[Date]** to *Lindsey v. 3M Company* Settlement Administrator, [address], [city], [state] [zip].

QUESTIONS? CALL 1-XXX-XXX-XXXX TOLL-FREE OR VISIT WWW.WEBSITE.COM