

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

KENNETH SEVERA, *et al.*,

*Plaintiffs,*

v.

SOLVAY SPECIALTY POLYMERS, USA,  
LLC, SOLVAY SOLEXIS, INC., and  
ARKEMA INC.,

*Defendants.*

Civil No. 1:20-cv-06906-NLH-KMW

**STIPULATION AND AGREEMENT  
OF SETTLEMENT**

Subject to the approval of the Court, this Stipulation and Agreement of Settlement (this “Stipulation”), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton (“Lead Plaintiffs”), on behalf of themselves and the Classes (as defined below); and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, “Solvay”), and Arkema Inc. (“Arkema”) (collectively, “Defendants”), by and through their respective counsel. Certain capitalized terms in this Stipulation have meanings given to them in Paragraph 1, below.

**WHEREAS**

A. On June 5, 2020, Lead Plaintiffs filed a Class Action Complaint in the United States District Court for the District of New Jersey;

B. On June 9, 2020, Lead Plaintiffs filed an Amended Complaint (“FAC”) in this action;

C. The FAC generally alleges, among other things, that Defendants owned and operated a manufacturing plant (the “Plant”) at 10 Leonard Lane, West Deptford, Gloucester County, New Jersey, and negligently or knowingly caused the discharge of per- and

polyfluoroalkyl substances (commonly referred to as “PFAS”), which allegedly entered the municipal water supply of the Borough of National Park, Gloucester County, New Jersey (the “Borough”), and was subsequently supplied to the residents of the Borough;

D. Defendants filed motions to dismiss the FAC and deny any wrongdoing whatsoever regarding the operation of the Plant and more particularly deny that their respective operation of the Plant is the cause of any PFAS (as defined below) in the Borough municipal water supply, deny that any PFAS present in the Borough municipal water supply have caused any harm to Lead Plaintiffs or any member of the Class, and this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of, Defendants with respect to any claim, or of any fault or liability or wrongdoing or damage whatsoever, or of any insufficiency or infirmity in any defense that Defendants may have asserted in this Litigation. Lead Plaintiffs and Defendants recognize, however, that the FAC has been filed by Lead Plaintiffs and defended against by Defendants in good faith, and to conserve resources and avoid the expense and disruption of continued litigation, the Parties have agreed to enter into this Settlement and acknowledge that the terms of this Stipulation are fair, adequate and reasonable. This Stipulation shall not be construed or deemed to be a concession by Lead Plaintiffs of any insufficiency or infirmity in the claims asserted in the FAC; nor shall this Stipulation be construed or deemed to be an admission by Defendants of any responsibility, liability or fault whatsoever of the claims asserted in the FAC as more particularly described in the section of this Stipulation entitled “No Admission of Wrongdoing”;

E. Class Counsel has investigated the claims and the underlying events and transactions alleged in the FAC. Class Counsel has analyzed the evidence adduced during their investigation and have researched the applicable law with respect to the claims of the Lead

Plaintiffs and the Class against Defendants and with respect to Defendants' potential defenses thereto;

F. The Parties have engaged in extensive factual discovery relating to the claims in the FAC, including discovery regarding the discharge of PFAS from the Plant, sampling and testing of the municipal water supply, and blood testing of certain Lead Plaintiffs and members of the potential classes, all in order to permit Lead Plaintiffs, Class Counsel, and Defendants to evaluate more fully the scope of the claims in the FAC;

G. The Parties have engaged in lengthy settlement discussions over the course of several months under the guidance of the Honorable Magistrate Judge Ann Marie Donio;

H. The Parties have conducted a significant examination and investigation of the facts and law relating to the matters in this Litigation;

I. Lead Plaintiffs and Defendants, through their respective counsel, have conducted discussions and arm's length negotiations with respect to a compromise and settlement of this Litigation, and, on May 8, 2023, engaged in a mediation before the Honorable Magistrate Judge Ann Marie Donio, with a goal to amicably settle the issues in dispute and achieve the best relief possible consistent with the interest of the Class;

J. Based upon their investigation, Class Counsel has concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the FAC pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits Lead Plaintiffs and the Class Members will receive from settlement of this Litigation; (ii) the attendant risks of litigation; and (iii) the desirability of permitting this Settlement to be consummated as provided by the terms of this Stipulation; and

K. This Stipulation and Settlement Agreement is made and entered into by and among Solvay, Arkema, and Lead Plaintiffs, individually and on behalf of the Classes of similarly situated persons defined as follows:

- **Class #1 – Biomonitoring Class: All Individuals who resided in National Park, New Jersey for any period of time from January 1, 2019 through the date upon which this Settlement receives preliminary approval (“Date of Preliminary Approval”).**
- **Class #2 – Municipal Water Nuisance Class: All individuals who, during the period of January 1, 2019 to the Date of Preliminary Approval, are or were owners or lessees of real property located in National Park, New Jersey.**
- **Class #3 – Municipal Water Property Class: All Individuals who, during the period of January 1, 2019 to the Date of Preliminary Approval, are or were owners of real property located in National Park, New Jersey.**

**NOW THEREFORE**, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, that, subject to approval by the Court, and in consideration of the benefits contained in the terms and conditions of this Stipulation, all Settled Claims as against the Released Parties shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions.

#### **CERTAIN DEFINITIONS**

1. As used in this Stipulation, the following terms shall have the following meanings:
  - a. “Biomonitoring Class” means, for purposes of this Settlement only, all persons who resided in the Borough of National Park, Gloucester County, New Jersey during the period from January 1, 2019 to the Date of Preliminary Approval, excluding any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice, and anyone who signed a release of claims related to the subject matter at issue in this Litigation.

b. “Biomonitoring Class Member” means a person who fits within the scope of the Biomonitoring Class.

c. “Biomonitoring Class Fund” means the fund created by Defendants to pay for PFAS blood testing for members of the Biomonitoring Class, including the administration and oversight thereof and all lab and other diagnostic costs, and the costs of providing blood test results to individual members of the Biomonitoring Class. In addition, to the extent the Court decides to appoint a guardian ad litem to represent the interests of members of the Biomonitoring Class who are of the minority (under 18 years old), the Biomonitoring Class Fund will also pay the guardian ad litem’s costs and fees.

d. “Class Administrator” means Postlethwaite & Netterville, APAC.

e. “Classes” means, for purpose of this Settlement only, the Biomonitoring Class, Nuisance Class, and Property Class, individually and collectively.

f. “Class Counsel” means Gerald J. Williams, Esquire, and Alan Sklarsky, Esquire, of the law firm of Williams Cedar, LLC, and Oliver T. Barry, Esquire, and Shauna L. Friedman, Esquire of the law firm of Barry Corrado & Grassi PC, individually and collectively.

g. “Class Member” means a member of the Biomonitoring Class, Nuisance Class, and/or Property Class, individually and collectively.

h. “Effective Date” means the date upon which the Settlement shall become effective, as set forth in Paragraph 22 below.

i. “Litigation” means the lawsuit captioned *Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.*, No. 20-cv-06906 (D.N.J.).

j. “Notice” means the Notice of Pendency of Class Action and Proposed Settlement, Motion for Attorneys’ Fees, and Settlement Fairness Hearing together with the Claim Form,

substantially in the form attached hereto as **Exhibit A**, which shall be deemed sufficient for purposes of this Stipulation and this Settlement if mailed to potential Class Members at their last known address. In addition to the Notice form, the parties agree to provide additional notice by way of a dedicated web site, publication in the South Jersey Times – Gloucester County during the notice period, substantially in the form attached hereto as **Exhibit B**, and a joint press release substantially in the form attached hereto as **Exhibit C**.

k. “Nuisance Class” means, for purposes of this Settlement only, all persons who, during the period of January 1, 2019 to the Date of Preliminary Approval, are or were owners or lessees of a Parcel of Property within the Borough of National Park, Gloucester County, New Jersey, according to the most recent version of the Gloucester County tax assessment records for the Borough of National Park, excluding any putative Class Members who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice. The Nuisance Class includes persons whose interest in Property in the Borough of National Park is by lease or, for owners of Property, whose interest in the Property is joint, in common, by the entirety, subject to lien, and/or subject to mortgage. All such persons with ownership interests in a single parcel shall be deemed a single class member for purposes of distributions made under Paragraph 7(b) hereof. Similarly, all such persons whose interests in a single parcel are by lease shall be deemed a single class member for purposes of distributions made under Paragraph 7(b) hereof. The Nuisance Class does not include persons whose only interest in Property in the Borough of National Park is as a mortgagee, lien holder, contract purchaser, or beneficiary of any easement or covenant. The Nuisance Class also does not include anyone who signed a release of claims related to the subject matter at issue in this Litigation.

l. “Nuisance Class Member” means a person who fits within the scope of the Nuisance Class.

m. “Order and Final Judgment” means the final order entered by the Court approving this Settlement on terms substantially identical to the terms of this Settlement Agreement and dismissing the FAC with prejudice.

n. “Order Granting Preliminary Approval of Class Action Settlement and Conditional Class Certification and for Notice and Hearing” means the proposed order preliminarily approving this Settlement and directing notice thereof to the Classes substantially in the form attached hereto as **Exhibit D**.

o. “Parcel” means, for purposes of this Settlement only, a tax lot shown as such on the most recent version of the Official Tax Map of the Borough of National.

p. “Party” or “Parties” means Lead Plaintiffs, on their own behalf and on behalf of the Classes, and Defendants, where appropriate to the text.

q. “Person” means a natural person.

r. “Personal Injury Claims” means any and all claims, debts, demands, rights, or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees and disbursements, expert or consulting fees and disbursements, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, that any Lead Plaintiffs or Class Members have, now or in the future, against Defendants relating to allegations of personal injury, including, but not limited to, bodily injury, death, emotional distress, mental anguish, anxiety, psychological injury, and psychiatric injury,

caused by exposure to PFAS, or any other chemical, resulting, directly or indirectly, from the ownership or operation of the Plant and/or the responsibility or liability (alleged or otherwise) of Defendants. Notwithstanding the foregoing, Personal Injury Claims do not include claims for biomonitoring or medical monitoring, which have been released as Settled Claims.

s. “PFAS” means per- and poly-fluoroalkyl substances (inclusive of any of their precursors and degradants), including without limitation perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorooctane sulfonic acid (PFOS), ammonium perfluorooctanoate (APFO), and any compound that contains, breaks down into, or may cause the formation in the environment of PFAS, in all forms, including, but not limited to, PFOA, PFNA, PFOS, or APFO. It is the intention of this Agreement that the definition of “PFAS” be as broad, expansive, and inclusive as possible.

t. “Property” means realty used exclusively for residential purpose owned or occupied by at least one Class Member within the Borough of National Park, Gloucester County, New Jersey, classified as Property Tax Class 2, 3A, or 4C within the most recent version of the Gloucester County tax assessment records for the Borough of National Park. For the avoidance of doubt, “Property” does not include commercial property or mixed commercial/residential property unless the mixed commercial/residential property is owned or occupied by at least one Class Member.

u. “Property Class” means, for purposes of this Settlement only, all persons who owned a Property in the Borough of National Park, Gloucester County, New Jersey, during the period of January 1, 2019 to the Date of Preliminary Approval, according to the most recent version of the Gloucester County tax assessment records for the Borough of National Park, excluding any putative Class Members who exclude themselves by filing a request for exclusion in accordance



with the requirements set forth in the Notice. The Property Class includes persons whose interest in Property in the Borough of National Park is joint, in common, by the entireties, subject to lien, and/or subject to mortgage, but all such persons with interests in a single parcel shall be deemed a single class member for purposes of distributions made under Paragraph 7(a) hereof. Without limiting the generality of the foregoing, the Property Class does not include persons whose only interest in Property in the Borough of National Park is as a mortgagee, lien holder, contract purchaser, long or short-term lessee, or beneficiary of any easement or covenant. The Property Class also does not include anyone who signed a release of claims related to the subject matter at issue in this Litigation.

v. “Property Class Member” means a person who fits within the scope of the Property Class.

w. “Released Parties” means Defendants Arkema, Solvay, their past or present subsidiaries, parents, successors, affiliates, and predecessors, their distributors, wholesalers, suppliers, resellers, and retailers, their past or present officers, directors, members, agents, employees, attorneys, advisors, investment advisors, auditors, accountants and insurance carriers or any of them, any person, firm, trust, corporation, officer, director, owner, indemnitor, or other individual or entity in which Defendants have a controlling interest or which is related to or affiliated with Defendants; and the legal representatives, successors in interest or assigns of Defendants. For the avoidance of doubt, the Parties expressly acknowledge that Solvay’s corporate family including the Solvay Group is undergoing broad corporate changes and is entering into a series of transactions pursuant to which its entities or assets may be assigned, allocated, or otherwise transferred in separation, split-up, de-merger or similar transactions that yield two

separate corporate groups, all of which, including but not limited to Syensqo Group, will be considered Released Parties.

x. “Settled Claims” means any and all claims, debts, demands, costs, expenses, rights, subrogated rights, remedies, or causes of action or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys’ fees and disbursements, expert or consulting fees and disbursements, and any other costs (including costs for bottled water or alternative water sources), expenses, or liability whatsoever), whether based on or arising from federal, state, local, statutory, contract, or common law, including, but not limited to, claims under the New Jersey Spill Act (“NJSA”), the New Jersey Industrial Site Recovery Act (“NJISRA”), the Comprehensive, Environmental Response, Compensation and Liability Act (“CERCLA”), the Resource Conservation and Recovery Act (“RCRA”), or any other federal, state, or local law, rule, or regulation, whether now or in the future, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims (i) that have been asserted in this Litigation by the Lead Plaintiffs, the Classes, Class Members, or any of them against the Released Parties; or (ii) that can be or could have been asserted in this or any other forum by the Lead Plaintiffs, the Classes, Class Members, or any of them against any of the Released Parties, which arise out of or are based upon the actual or alleged presence of PFAS, or any other chemical, in the water supplied to or used by residents of the Borough, *provided* that Settled Claims do not include Personal Injury Claims defined herein.

y. “Settlement” means the settlement contemplated by this Stipulation.

z. “Unknown Claims” means any and all Settled Claims which either or both Lead Plaintiffs or any Class Member does not know or suspect to exist in his or her favor at the time of

the release of the Released Parties, which if known by her, him or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Settled Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or of any principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Lead Plaintiffs and Defendants acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Settled Claims was separately bargained for and was a key element of this Settlement.

### **SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Settled Claims as against all Released Parties. Lead Plaintiffs, Class Members, and each of them, agree that they shall not seek anything further from the Released Parties.

3. Upon the Effective Date, Lead Plaintiffs, Class Members, and each of them, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, shall, with respect to each and every Settled Claim, release and forever discharge, covenant not to sue, and shall forever be enjoined from prosecuting, any and all Settled Claims against any of the Released Parties.

4. By operation of this Settlement, any Person or entity who may assert a claim against any of the Released Parties, or any Released Party who may assert a claim against any other

Released Party, based upon, relating to, or arising out of the Settled Claims shall be permanently barred, enjoined, and restrained from commencing, prosecuting, maintaining, or asserting any such claim or claims for contribution or indemnity or otherwise denominated, against the Released Parties as claims, cross-claims, or third-party claims in any proceeding, whether before a court, in arbitration, or in any other manner. All such claims are hereby extinguished, discharged, satisfied, and unenforceable.

5. Notwithstanding Paragraph 4, nothing herein shall be construed as affecting the rights of any Person or entity who is or may be liable to the Lead Plaintiffs or Class Members, or any of them, for damages based upon, relating to, or arising out of a Settled Claim to a finding of apportionment based on fault and to a setoff as would otherwise be permitted by applicable law, unless the parties have otherwise contracted.

#### **THE SETTLEMENT CONSIDERATION**

6. Each Biomonitoring Class Member will be eligible for a single blood test to determine the levels, if any, of PFAS in their blood, during a 2-month period following entry of the Order and Final Judgment approving this Settlement (the “Testing Period”). The blood draws will be performed by Aculabs, Inc. and their employees, agents, and contractors and the blood analysis will be performed by NMS Labs and their employees, agents, and contractors, none of which are agents or affiliates of the Defendants. **Defendants shall not be liable to any Class Member for any actions or inactions, whether negligent, reckless, or intentional of Aculabs, Inc. or NMS Labs, their employees, agents, contractors, or affiliates.** The identities of the Biomonitoring Class Members who have their blood tested, and the blood test results, will remain confidential. The blood test results will only be provided to the individual Biomonitoring Class Member who requested the test, or in the case of a minor Biomonitoring Class Member, to their

legal guardian. Defendants shall pay an aggregate amount of \$784,380.00 into the Biomonitoring Class Fund, which shall be used to pay for such blood tests, including phlebotomist and testing site costs, oversight thereof and all lab and other diagnostic costs, and the costs of providing blood test results to individual Biomonitoring Class Members, on a first-come, first-served basis. Once the Biomonitoring Class Fund is depleted, no additional blood tests will be offered. Within 45 business days after the expiration of the Testing Period, if any of the Biomonitoring Class Fund remains, those funds shall revert to Defendants in the proportion each Defendant funded the Biomonitoring Class Fund.

7. Defendants shall pay the aggregate sum of \$200,000.00 in to a fund for payments to any persons who are Property Class Members and/or Nuisance Class Members (the “Property/Nuisance Class Fund”). Payment shall be made within 45 business days of the Effective Date. The Property/Nuisance Fund shall be distributed in accordance with Paragraphs 7(a) and (b). In no event shall Defendants be required to make any additional payment(s) to Property Class Members or Nuisance Class Members. The Class Administrator shall compute the amount payable to each Nuisance Class Member and Property Class Member after the Effective Date. Any amount owed to a Property Class Member or Nuisance Class Member that is unclaimed after six (6) months of the date the Property Class and Nuisance Class payments were distributed shall revert to Defendants in the proportion each Defendant funded the Property/Nuisance Class Fund.

a. \$100,000 of the Property/Nuisance Class Fund shall be made payable to Property Class Members. The amount payable to each Property Class Member shall be the quotient of the aforesaid aggregate sum divided by the total number of Parcels of Property. It is currently estimated that the foregoing computation will result in a payment of approximately \$100 for each Parcel. The amount payable to each Parcel shall be apportioned *pro rata* among owners, whether

jointly, in common, by the entireties, or otherwise. By way of example, if a Parcel of Property is owned jointly by two persons, each person shall be entitled to one-half of the amount payable. In no event shall Defendants be required to make any additional payment(s) for any Parcel of Property because the Property is owned by more than one Property Class Member or Nuisance Class Member. Further, if a Parcel of Property had a change in ownership interest at any time between January 1, 2019 and the Date of Preliminary Approval, then the amount payable to each Property Class Member will be divided *pro rata* based on their respective duration of ownership during the class period.

b. \$100,000 of the Property/Nuisance Class Fund shall be made payable to Nuisance Class Members. The amount payable to each Nuisance Class Member shall be calculated by dividing the aforementioned aggregate sum by the sum of the total number of Parcels of Property and total number of leaseholders in National Park as determined by timely-submitted Claims Forms. It is currently estimated that the foregoing computation will result in a payment of approximately \$100 for each Nuisance Class Member, except that Payments to property-owning Nuisance Class Members shall be based on the Property and apportioned *pro rata* among owners, whether jointly, in common, by the entireties, or otherwise. Each Nuisance Class Member with a leasehold interest in Property is entitled to a payment, except that multiple leaseholders of a single Property are to be treated collectively as a single Nuisance Class Member entitled to one payment apportioned *pro rata*. The identities of lease-holding Nuisance Class Members for purposes of payment shall be determined by timely-submitted Claims Forms that list the names of each person or persons who have a leasehold interest in the Property to which Notice is sent. Further, if a Parcel of Property had a change in ownership or leasehold interest at any time between January 1, 2019 and the Date of Preliminary Approval, then the amount payable to each Nuisance Class Member

will be divided *pro rata* based on their respective duration of ownership or leasehold during the class period.

**LIMITATION ON FUTURE PERSONAL INJURY CLAIMS**

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies all of the following:

a. The Personal Injury Claimant obtains an affidavit from a physician licensed to practice medicine in the United States (“Physician”) averring that, to a reasonable degree of medical certainty (or other prevailing standard in New Jersey State Court for the admission of medical expert testimony at the time such affidavit is obtained), the Personal Injury Claimant has suffered a specific, identifiable physical injury due to exposure to a particular PFAS; and

b. The Personal Injury Claimant obtains an affidavit from a Toxicologist who is a Diplomate of the American Board of Toxicology, a Diplomate of the American Board of Applied Toxicology, or a Fellow of the American Board of Forensic Toxicology averring that, to a reasonable degree of scientific certainty, the injury identified by the aforesaid Physician is one that can be caused by the particular PFAS at a specific dose (the amount of chemical to which the Personal Injury Claimant has been exposed); and

c. The Personal Injury Claimant obtains an affidavit from a Licensed Site Remediation Professional duly licensed as such in the State of New Jersey or someone with at least a master's degree in geology or hydrogeology from an accredited U.S. or Canadian college or university, averring that, to a reasonable degree of scientific certainty, the Plant was a substantial cause of the contamination by the particular PFAS that the Toxicologist deemed sufficient to cause the specific, identifiable physical injury claimed and that the Personal Injury Claimant was

exposed to such PFAS by an identifiable exposure pathway from the Plant at the specific dose averred by the Toxicologist pursuant to subparagraph b hereof.

9. Any Personal Injury Claims brought without meeting the requirements of Paragraph 8(a)-(c) shall be barred by the terms of this Stipulation and Settlement. Satisfaction of the requirements of Paragraph 8(a)-(c), however, shall not relieve a Personal Injury Claimant from the burden of proving each element of the Personal Injury Claimant's claim for relief, including both general and specific causation. Any Personal Injury Claim that meets the requirements of Paragraph 8(a)-(c) shall nonetheless be subject to all proofs and all applicable defenses or avoidances which may be applicable to such Personal Injury Claim, including without limitation any evidentiary challenges or objections to proffered expert testimony.

#### **ADMINISTRATION OF SETTLEMENT**

10. This Settlement shall be administered by Postlethwaite & Netterville, APAC, the administration of which shall be subject to the jurisdiction of the Court. Defendants shall pay the aggregate amount of \$100,000.00 into the Administration Fund, which shall be used to pay for all aspects of administration of this settlement including but not limited to, mailings of notices, tracking of claims, and processing of claims. For the avoidance of doubt, oversight of and all phlebotomist, lab, testing site and other diagnostic costs, and the costs of providing blood test results to individual Biomonitoring Class Members, do not constitute administration costs and will be paid for out of the Biomonitoring Class Fund. Upon expiration of the Testing Period for the Biomonitoring and, and after one year from the date Nuisance Class and Property Class payments were distributed, any remaining funds from the Administration Fund shall revert to Defendants.



**ATTORNEYS' FEES AND EXPENSES**

11. Subject to Court approval, Defendants agree to pay Class Counsels' attorneys' fees and costs, including, for the avoidance of doubt, expert fees and costs, and shall not oppose a fee application of up to \$243,595.00, which amount includes such costs and expenses, time already spent and time to be spent, finalizing the Settlement, preparing settlement documents, drafting briefs, attending hearings, and monitoring of the settlement and settlement administration ("Class Counsels' Fees and Expenses"). The Class Counsels' Fees and Expenses are in addition to the settlement benefits each Class Member will be receiving and recompense for such Fees and Expenses are the sole property of Class Counsel, not Lead Plaintiffs or the Class. Class Counsels' Fees and Expenses awarded by the Court in the Order and Final Judgment in accordance herewith shall be payable within 45 business days of the Effective Date. Class Counsel represent and warrant that they will not pay Lead Plaintiffs any portion or percentage of Class Counsels' Fees and Expenses or anything of value from this settlement in addition to that which Lead Plaintiffs are entitled as a Class Members, unless approved by the Court in the Judgment and Order of Final Approval, or except as set forth in this Stipulation.

12. Within 45 business days of the Effective Date, Defendants shall pay Lead Plaintiffs \$8,000.00 each as an incentive payment for serving as Lead Plaintiffs in this Litigation. Lead Plaintiffs represent and warrant that they will not receive anything of value from this settlement beyond this incentive payment and the benefits they are entitled to as Class Members.

**CLASS CERTIFICATION FOR SETTLEMENT PURPOSES**

13. The Parties stipulate to certification, for settlement purposes only, of three Classes pursuant to Federal Rule of Civil Procedure 23(b)(3), the Biomonitoring Class, Nuisance Class, and Property Class.

14. The Parties also stipulate, for settlement purposes only, to appointing Lead Plaintiffs as class representatives for the Biomonitoring Class, Nuisance Class, and Property Class.

15. The Parties also stipulate for settlement purposes only to appointing Class Counsel as counsel for the Biomonitoring Class, Nuisance Class, and Property Class.

16. The Parties agree that, in connection with the approval of this Settlement, the Court may make findings respecting class certification which, absent the existence of the Settlement and the terms of this Stipulation, would be contested. The Parties agree that the Settlement contemplated by this Stipulation provides for Defendants' agreement as to relief in this Stipulation and that the agreements for certification of the Classes are fully dependent upon the terms and conditions of this Stipulation. Accordingly, while the agreements provided for in this Stipulation should give rise to a finding that classes may be certified in accordance with the requirements of Rule 23(b)(3) of the Federal Rules of Civil Procedure, any such finding is for settlement purposes only and may not be used in this or any other proceeding as an admission of any act, matter, fact, or proposition or for any other purpose.

17. The certification of the Classes for settlement purposes, appointment of Lead Plaintiffs as the class representatives of the Biomonitoring Class, Nuisance Class, and Property Class, and appointment of Class Counsel as counsel for the Biomonitoring Class, Nuisance Class, and Property Class, shall be effective and binding only with respect to settlement of this Litigation. If this Stipulation is not approved by the Court or if this Settlement is terminated or canceled under the terms of this Stipulation, (a) this Stipulation, and the certification of the settlement class provided for herein shall be vacated and the Litigation shall proceed as though the Classes had never been certified, without prejudice to any Party's position on the issue of class certification; (b) the Parties shall be returned to the status quo ante with respect to every issue of fact and law

as they stood on the date of signing of this Stipulation as if this Stipulation had not been entered into; (c) any Order entered pursuant to this Stipulation shall be vacated and of no further force or effect; (d) neither this Stipulation nor any provision thereof nor any Order entered on or pursuant to this Stipulation shall be used or relied on in the Litigation or any other proceedings for any purpose; and (e) all negotiations, proceedings, motions, briefing and statements made in connection with this Stipulation shall be without prejudice to any person, entity or Party and shall not be deemed an admission by any person, entity or Party of any act, matter, fact or proposition and may not be used in this or any other proceeding for any purpose.

**APPLICATION FOR ORDER FOR NOTICE AND HEARING**

18. Within fourteen (14) days after this Stipulation has been fully executed by the Parties, Class Counsel shall move the Court under Federal Rule of Civil Procedure 23(b) for an order certifying the Classes for settlement purposes only, and under Federal Rule of Civil Procedure 23(e) for the entry of the Order for Preliminary Approval of the Settlement, and Notice and Hearing, which Defendants will not oppose.

**APPLICATION FOR ORDER AND FINAL JUDGMENT**

19. Once this Settlement as contemplated by this Stipulation has been preliminarily approved by the Court, Class Counsel and Defendants' Counsel jointly shall request that the Court enter the Order and Final Judgment.

**APPLICATION FOR APPROVAL OF SETTLEMENT AS TO MINORS**

20. If deemed necessary by the Court, a Guardian Ad Litem shall be nominated by the Parties and approved by the Court under Fed. R. Civ. P. 17(c) to examine this Settlement and make a recommendation to the Court regarding the fairness, reasonableness and adequacy of this Settlement to determine whether the relief agreed to and provided is in the best interest of such

minor Class Members. The Guardian Ad Litem shall investigate the potential claims for minor Class Members, and shall, following such investigation, report the results of his or her independent investigation to the Parties, and make a recommendation to the Court as to the fairness, reasonableness and adequacy of this Agreement to determine whether the Settlement is in the best interest of such minor Class Members. Compensation of the Guardian Ad Litem will be paid out of the Biomonitoring Class Fund.

21. After this Settlement as contemplated by this Stipulation has been preliminarily approved by the Court, Class Counsel and Defendants' Counsel jointly shall request that the Court approve this Settlement as to all minor Class Members, if any, pursuant to Rule 4:44 of the New Jersey Rules of Court.

**EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION**

22. The "Effective Date" of Settlement shall be the date of the expiration of the time for appeal or review of the Order and Final Judgment, or, if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by petition for certification, or, in the event that the Court enters an order and final judgment in a form other than that provided above (the "Alternative Judgment") and none of the Parties elects to terminate this Settlement, the date that the Alternative Judgment becomes final and no longer subject to appeal or review.

23. Both Defendants' Counsel and Class Counsel shall have the right to terminate this Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other Parties within thirty (30) days after the last to occur of the date upon which: (i) the Court declines to Preliminarily Approve the Settlement or certify the Class for the purpose of Settlement and enter the Order Granting Preliminary Approval of Class Action Settlement and

Conditional Class Certification and for Notice and Hearing in a form substantially the same as **Exhibit D**; (ii) the Court refuses to approve this Stipulation or any material part of it, or otherwise modifies any term of this Stipulation; (iii) the Court declines to enter the Order and Final Judgment; (iv) the Court declines to approve this Settlement as to any minor Class Members; (v) the percentage of Biomonitoring Class Members who submit timely claims to opt out of the Biomonitoring Class exceeds 5%; (vi) the percentage of Nuisance Class Members who submit timely claims to opt out of the Nuisance Class exceeds 5%; (vii) the percentage of Property Class Members who submit timely claims to opt out of the Property Class exceeds 5%; or (viii) the Order and Final Judgment or any Alternative Judgment is modified or reversed in any respect by the United States Court of Appeals for the Third Circuit or by the United States Supreme Court. For purposes of determining whether a putative Class Member has opted out, a putative Case Member eligible for all Classes shall be deemed to have opted out of each of them if the putative Class Member opts out of one of them.

24. Except as otherwise provided herein, in the event this Settlement is terminated as provided in Paragraph 23, above, then the Parties shall be deemed to have reverted to their respective status in this Litigation immediately prior to the execution of this Stipulation and, except as otherwise expressly provided to the contrary, the Parties shall proceed in all aspects as if this Stipulation and all related orders had not been entered.

**NO ADMISSION OF WRONGDOING**

25. This Stipulation, whether or not consummated, and all proceedings conducted pursuant to it:

a. Shall not be offered or received against the Released Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission by the

Released Parties with respect to the truth of any fact alleged by the Lead Plaintiffs in the FAC or the validity of any claim that has been or could have been asserted in this Litigation or in any other litigation, or the deficiency of any defense that has been or could have been asserted in this Litigation or in any litigation, or of any liability, negligence, fault, or wrongdoing of, by or on behalf of the Released Parties;

b. Shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties;

c. Shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against the Released Parties, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate or enforce the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Released Parties may refer to it to effectuate the terms of the Settlement, including the liability protections granted them hereunder;

d. Shall not be construed against the Released Parties as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

e. Shall not be construed as, or received in evidence as, an admission, concession or presumption against Lead Plaintiffs or any of the Class Members that any of their claims are without merit or that any defenses asserted by the Defendants have any merit.

**NON-DISPARAGEMENT**

26. Lead Plaintiffs, the Class Members, each of them, and Class Counsel agree not to defame, disparage, or impugn (i) this Stipulation and Settlement, or any Party's motivations, reasons, or decisions to enter into this Stipulation and Settlement; and/or (ii) the reputation of Defendants. "Disparage," as used in this Stipulation, means to make any statement, written or oral, including but not limited to electronic versions of writing and/or writings posted on electronic websites and/or social networking forums and/or blogs, that casts in a negative light of any kind or implies or attributes any negative quality to the Parties and/or any entity and/or organization that the Parties associate and/or consult with, is employed by, volunteers for and/or serves on the Board of Trustees of, as well as any such entities' corporations, representatives, employees, affiliates, members, officers, directors, agents, attorneys, successors, predecessors or assigns. Lead Plaintiffs, the Class Members, and each of them agree that compliance with this non-disparagement provision is a material term of this Stipulation and are continuing obligations that survive the performance of all other aspects of this Stipulation, and that failure to comply with the terms shall constitute a material breach of this Stipulation and Settlement. Lead Plaintiffs, the Class Members, and each of them further understand and agree that Defendants would be immediately and irreparably harmed by violation of this provision, and notwithstanding any provision herein, Defendants maintain all claims, rights, and/or remedies as a result of a breach of this non-disparagement provision, whether equitable or sounding in damages.

**NON-SOLICITATION**

27. Lead Plaintiffs, the Class Members, and each of them, shall not solicit or encourage any other person or entity to, or suggest that any person or entity could, initiate, make, pursue, or issue any request, demand cause of action, or claim against any Released Parties, or any current or

former corporate offices, directors, agents, or employees of any Released Parties, with regard to the actual or alleged presence of PFAS, or any other chemical, in the water supplied to or used by residents of the Borough of National Park, except that Lead Plaintiffs and Class Members may communicate with other Lead Plaintiffs and Class Members regarding participation in this Settlement.

### **DESTRUCTION OF DOCUMENTS**

28. Lead Plaintiffs, the Class Members, Class Counsel, and each of them, must destroy all Confidential Information, Highly Confidential Information, or Export Control Information belonging to Defendants pursuant to Paragraph 18 of the Discovery Confidentiality Order entered on December 2, 2020, and must otherwise comply with the requirements of that Paragraph.

### **REPRESENTATIONS & WARRANTIES**

29. Lead Plaintiffs, and each of them, represent and warrant the following:
- a. Lead Plaintiffs have been counseled and represented by Class Counsel in connection with negotiating and entering into this Settlement;
  - b. Before signing this Stipulation, Lead Plaintiffs had the opportunity to have any questions regarding the terms or effect of this Settlement answered by Class Counsel;
  - c. Lead Plaintiffs have been advised of the legal consequences of entering into this Settlement;
  - d. Lead Plaintiffs, with the assistance of Class Counsel, have investigated the facts and law relating to his/her/their Settled Claims;
  - e. Lead Plaintiffs have carefully read and fully understand the terms of this Settlement;



f. Lead Plaintiffs understand that the terms of this Settlement were negotiated at arm's length in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation by each Party with their own experienced legal counsel;

g. Lead Plaintiffs understand that the sums to be paid to them pursuant to this Settlement are reasonable and comprise the only payment she/he/they will ever receive regarding the Settled Claims;

h. Lead Plaintiffs are not relying on any statement, representation, omission, inducement, or promise of any Defendants or Defendants' Counsel besides what is in this Stipulation and Agreement of Settlement;

i. Lead Plaintiffs are competent and have the right and authority to enter into this Settlement and execute this Stipulation;

j. Lead Plaintiffs enter into this Settlement by her/his/their own free will and without duress;

k. Lead Plaintiffs' obligations, waivers, releases, representations, and warranties pursuant to this Settlement are in exchange for good and valuable consideration as contemplated herein;

l. Lead Plaintiffs understand that any and all prior agreements, understandings, promises, and representations between the Parties identified herein are superseded by and merged into this Stipulation, and no such prior agreements, understandings, promises, or representations shall be admissible in any suit, action or other proceeding that may arise or be filed after the date on which they sign this Stipulation;

m. Lead Plaintiffs have not transferred or assigned to any other person, firm, corporation or other legal entity any claims, rights, or causes of action which are in any way relevant to the Settled Claims;

n. Lead Plaintiffs have no present plans to sue or otherwise institute legal action against Defendants, together or independently, for any harm that it believes is attributable to Defendants;

o. Lead Plaintiffs are not aware of any persons (other than the Class Members) who have had, now have, or may acquire against Defendants any action, cause of action, claim, demand, damage, or controversy whatsoever arising out of or relating in any manner to the Settled Claims.

#### **MISCELLANEOUS PROVISIONS**

30. All of the Exhibits attached to this Stipulation are hereby incorporated by reference as through fully set forth herein.

31. Class Counsel and Defendants' Counsel shall advise the Court and request that Final Judgment not be entered any earlier than 90 days after service of all necessary CAFA notices.

32. Within 10 days after moving for entry of the Preliminary Approval Order, Notice and Hearing, Defendants' counsel shall serve all necessary CAFA Notices pursuant to 28 U.S.C. § 1715.

33. Class Counsel and Defendants' Counsel will cooperate and undertake all reasonable actions in order to accomplish the entry of Final Judgment.

34. Plaintiffs shall compile and provide to Defendants, and Defendants shall file with the Court on or before the hearing for Order and Final Judgment a list containing the names and addresses of all Class Members who submitted timely claims to opt out of the Biomonitoring Class, Nuisance Class, and/or Property Class.

35. The Parties intend this Settlement to be a final and complete resolution of all disputes asserted or which could have been asserted by the Class Members against the Released Parties with respect to the Settled Claims. Accordingly, Lead Plaintiffs and Defendants agree not to assert in any forum that this Litigation was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Parties shall assert no claims of any violation of the applicable Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Litigation. The Parties agree that the amount paid and the other terms of this Settlement were negotiated at arm's length in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation by each Party with their own experienced legal counsel.

36. This Stipulation may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their respective successors-in-interest.

37. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

38. The administration and consummation of this Settlement as embodied in this Stipulation shall be under the authority of the Court and the Court shall retain jurisdiction solely for the purpose of entering orders enforcing the terms of this Stipulation.

39. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

40. This Stipulation and the attached Exhibits constitute the entire agreement among the Parties concerning this Settlement and no representations, warranties, or inducements have been made by any Party concerning this Stipulation and its Exhibits other than those contained and memorialized in such documents.

41. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one of the same instrument.

42. This Stipulation shall be binding upon, and inure to the benefit of, the heirs, administrators, successors, and assigns of the Lead Plaintiffs, Class Members, and Released Parties.

43. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New Jersey without regard to principles of conflict of laws.

44. This Stipulation shall not be construed more strictly against one Party than any other Party merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's length negotiations between the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

45. All counsel and any other person executing this Stipulation and any of the Exhibits or any related settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms.

46. All communications related to this Stipulation and Settlement sent by any of the Parties to another shall be directed to the addresses specified below, unless one of the Parties gives written notice of a change in their designated recipient for notice to the other Parties:

With respect to Lead Plaintiffs:

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With respect to Solvay Specialty Polymers USA, LLC (successor by merger to Solvay Solexis, Inc.):

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With respect to Arkema Inc.:

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47. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Preliminary Approval by the Court of the settlement and approval of the Notice, the Order for Notice and Hearing, the Order and Final Judgment, this Stipulation and this Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the terms and conditions of this Settlement.

**DATED:** January 29, 2024

**Class Counsel:**

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