

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

SEVERA, et al.,	:	
	:	
Plaintiffs,	:	Case No.: 1:20-cv-6906
	:	
v.	:	Civil Action
SOLVAY, et al.,	:	
	:	
Defendants	:	

[Proposed] Order Granting Motion for Preliminary Approval of Class Action Settlement

THIS MATTER having been opened to the Court on the Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, and Plaintiffs, acting through Class Counsel, as defined below, and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together “Solvay”) and Arkema Inc. (“Arkema”) (Solvay and Arkema together herein referred to as “Defendants”) (collectively, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated January 29, 2024 (the “Settlement Agreement”), to settle the above-captioned lawsuit (the “Action”), conditioned on the Court’s final approval of the settlement. The Settlement Agreement sets forth the terms and conditions for the proposed settlement and dismissal with prejudice of the Action.

Plaintiffs have moved under Federal Rules of Civil Procedure 23(b) and (e) for an order: (1) preliminarily approving a class settlement on the terms and conditions set forth in the Settlement Agreement; (2) provisionally certifying three settlement classes (“Settlement Classes”) for the purpose of settlement; (3) approving the form, content and manner of issuing notice of the proposed settlement to the Class Members; (4) appointing Class Counsel; (5) appointing a Guardian ad Litem; (6) setting deadlines for exclusion from the Settlement Classes and for making any objection to the proposed settlement; (7) scheduling a Friendly Hearing; and

(8) scheduling a hearing at which time the Court will be asked to finally approve the settlement and to approve Class Counsel's request for attorney's fees; and the Court having carefully considered the Motion for Preliminary Approval and supporting Memorandum of Law, the Settlement Agreement (including all exhibits), and the record in this case, and good cause appearing, IT IS, on this ____ day of _____, 2024, the Court finds and declares that this Court has jurisdiction over this action and each of the Parties under 28 U.S.C. § 1332, as amended by the Class Action Fairness Act, and that venue is proper in this district; that the Settlement Agreement is sufficiently fair, reasonable, and adequate to allow dissemination of notice of the proposed class settlement to Class Members and to hold a fairness hearing; and that the Settlement Agreement was entered into after negotiations at arm's length among experienced counsel.

IT IS THEREFORE HEREBY ORDERED AS FOLLOWS:

1. For settlement purposes only, this action may be maintained provisionally as a class action under Federal Rule of Civil Procedure 23 on behalf of the Biomonitoring Class, Nuisance Class, and the Property Class (collectively, the "Settlement Classes"), defined as follows:

- **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").
- **Nuisance Class:**
All individuals who, during the period of January 1, 2019 through the Date of Preliminary Approval, are or were owners or lessees of real property located in National Park, New Jersey.
- **Property Class:**
All individuals, who, during the period of January 1, 2019 through the Date of Preliminary Approval, are or were owners of real property located in National Park, New Jersey.

2. If the Settlement Agreement is not finally approved by the Court or for any reason does not become effective, the Settlement Classes shall not be certified, all Parties' rights to litigate all class issues will be restored to the same extent as if the Settlement Agreement had never been entered into, and no Party shall assert that another Party is estopped from taking any position relating to class certification.

3. The Court preliminarily appoints Plaintiffs Kenneth Severa, Carol Binck, Denise Snyder, Jennifer Stanton, and William Teti as representatives for the Settlement Classes.

4. The Court preliminarily finds that Shauna L. Friedman, Esq, Alan H. Sklarsky, Esq., Oliver T. Barry, Esq. and Gerald J. Williams, Esq., fairly and adequately represent the interests of Plaintiffs and the Class and hereby appoints them as Class Counsel to represent the Class pursuant to F.R.C.P. 23(g).

5. The Court appoints _____ to serve as the Guardian ad Litem in this matter to determine whether the proposed settlement is fair, reasonable, and in the best interests of minor class members;

6. The terms of the parties' Settlement Agreement are hereby provisionally approved pending a Fairness Hearing, as defined below.

7. The Court directs that Notice be sent to Class Members in accordance with the Settlement Agreement and this Order within 30 days.

8. A Friendly Hearing shall be held on _____ day of _____, 2024 at _____ .m before a United States District Judge in Courtroom No. _____, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

9. The date of the Friendly Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Friendly Hearing will be to determine whether the

proposed settlement is fair, reasonable, and in the best interests of the minor class members.

10. A hearing (the “Fairness Hearing”) shall be held on _____ day of _____, 2024 at _____ .m. before a United States District Judge in Courtroom No. _____, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

11. The date of the Fairness Hearing will be included in the Notice of Proposed Class Action Settlement. The purpose of the Fairness Hearing will be to:

- A. Determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and should be finally approved;
- B. Determine whether an order and judgment should be entered dismissing with prejudice the Action, and permanently barring Class Members from bringing any lawsuit or other action based on the Released Claims; and
- C. Consider other Settlement-related matters and appropriate attorneys’ fees.

12. The Court may adjourn, continue, and reconvene the Friendly Hearing and/or Fairness Hearing pursuant to oral announcement without further notice to eligible members of the Settlement Classes, and the Court may consider and grant final approval of the Settlement Agreement, with or without minor modification, and without further notice to eligible members of the Settlement Classes.

13. The Court appoints Postlethwaite & Netterville, APAC to serve as Claims Administrator to implement, perform, and oversee notice of the Settlement Agreement to Class Members; to process and pay Settlement Benefits to Class Members; and to otherwise carry out the settlement administration responsibilities under the Settlement Agreement.

14. The Court has reviewed the Notice of Proposed Settlement of Class Action and Final Settlement Hearing (the “Notice”), as well as the Claim Form, which are attached to the Settlement Agreement as Exhibit A, the publication for the South Jersey Times for Gloucester County attached to the Settlement Agreement as Exhibit B, and the Joint Press

Release attached to the Settlement Agreement as Exhibit C. The Court approves as to form the Notice and Claim Form, the publication, and the Joint Press Release. The Court also approves the method of directing notice to eligible members of the Settlement Classes, as set forth in paragraph 12 below.

15. Within 30 days of this Order, the Claims Administrator shall prepare and cause individual copies of the Notice to be sent by United States First Class Mail to eligible members of the Settlement Classes whose mailing addresses can be determined through reasonable effort. The Claims Administrator also shall mail copies of the Notice to any other potential members of the Settlement Classes that request copies or that otherwise come to its attention. The Claims Administrator shall also make the Notice available on the website dedicated to this Settlement.

16. The Court finds that the foregoing plan for notice to eligible members of the Settlement Classes will provide the best notice practicable under the circumstances, and complies with the requirements of Rule 23 and applicable standards of due process.

17. Prior to the Fairness Hearing, counsel for Defendants and Class Counsel shall jointly file with the Court an affidavit from a representative of the Claims Administrator confirming that the plan for disseminating the Notice and the Publication Notice has been accomplished in accordance with the provisions of paragraph 12 above.

18. Members of the Settlement Classes who wish to opt-out from the Class must request exclusion no later than thirty (30) days before the date of the Fairness Hearing, and in accordance with the instructions set forth in the Notice. Settlement Class Members who do not submit timely and valid requests for exclusion pursuant to such instructions will be bound by the terms of the Settlement Agreement in the event it is approved by the Court and

becomes effective, and by any orders and judgments subsequently entered in the Action, whether favorable or unfavorable, regardless of whether they submit a Claim Form to the Claims Administrator. Members of the Settlement Classes who submit timely and valid requests for exclusion will not be bound by the terms of the Settlement Agreement or by any orders or judgments subsequently entered in the Action, and they may not submit a Claim Form to the Claims Administrator.

19. Members of the Settlement Classes who do not request exclusion may submit written comments or objections to the Settlement Agreement or other Settlement-related matters (including attorneys' fees) no later than thirty (30) days before the date of the Fairness Hearing.

20. Any Member of the Settlement Classes who has not requested exclusion may also attend the Fairness Hearing, in person or through counsel, and if the Member of the Settlement Classes has submitted written objections, may pursue those objections.

21. No Member of the Settlement Classes, however, shall be entitled to contest the foregoing matter in writing and/or at the Fairness Hearing unless the Member of the Settlement Classes has specifically complied with the objection requirements indicated in the Notice. Unless otherwise directed by the Court, any Class Member who does not submit a statement of objection in the manner specified above will be deemed to have waived any such objection.

22. Any attorneys hired or retained by Settlement Class Members at Settlement Class Members' expense for the purpose of objecting to the Settlement are required to serve a notice of appearance on Class Counsel and Defense Counsel and file such notice with the Clerk of the Court, not later than twenty-one (21) days prior to the Fairness Hearing.

23. Any Settlement Class Member who serves and files a written objection and who intends to make an appearance at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, in order to object to the fairness, reasonableness or adequacy of the Proposed Settlement, is required to serve a notice of intention to appear on Class Counsel and Defense Counsel and file such notice with the Court, not later than twenty-one (21) days prior to the Fairness Hearing.

24. Respective Defendants' Counsel and Class Counsel are directed to furnish promptly to each other and any counsel who filed a notice of appearance with copies of any and all objections or written requests for exclusion that might come into their possession.

25. During the Court's consideration of the Settlement Agreement and pending further order of the Court, all proceedings in this Action, other than proceedings necessary to carry out the terms and provisions of the Settlement Agreement, or as otherwise directed by the Court, are hereby stayed.

26. If the proposed Settlement Agreement is not approved by the Court or for any reason does not become effective, the Settlement Agreement will be nullified, the Settlement Classes for settlement purposes will not be certified, and the steps and actions taken in connection with the proposed Settlement (including this Order (except as to this paragraph) and any judgment entered herein) shall become void and have no further force or effect. In such event, the parties and their counsel shall take such steps as may be appropriate to restore the pre-motion status of the litigation.

27. Neither the Settlement Agreement nor the provisions contained therein, nor any negotiations, statements, or proceedings in connection therewith shall be construed, or deemed to be evidence of, an admission or concession on the part of any of the respective

Parties, their counsel, or any other person, of any liability or wrongdoing by any of them, or of any lack of merit in their claims or defenses, or of any position on whether any claims may or may not be certified as part of a class action for litigation purposes.

28. The court retains jurisdiction over this Action, the Parties, and all matters relating to the Settlement Agreement.

29. The Parties' submissions in support of final approval of the settlement shall be filed on or before _____, 2024.

30. Class Counsel shall file their application for award of attorneys' fees on or before _____, 2024. A copy of the application shall be posted on the settlement website.

31. The Court may, for good cause, extend, but not reduce in time, any of the deadlines set forth in this Preliminary Approval Order without further notice to Class Members.

SO ORDERED this ____ day of _____, 2024.

Honorable Noel L. Hillman, U.S.D.J

Exhibit A

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-
AMD

CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION AND FINAL SETTLEMENT HEARING**

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

This notice (“Notice”) is being mailed pursuant to an Order by Judge Noel Hillman of the United States District Court of the District of New Jersey (the “Court”). It describes the proposed settlement (the “Settlement”) of this class action (the “Action” or “Litigation”), which has been brought against Solvay Specialty Polymers USA, LLC, Solvay Solexis, Inc. (collectively, “Solvay”) and Arkema Inc. (“Arkema”) (collectively “Defendants”). Subject to Court approval, the parties to the Action have entered into a Stipulation and Agreement of Settlement dated January 29, 2024 (the “Stipulation”) that sets forth the terms and conditions of the Settlement.

A hearing (the “Settlement Hearing”) will be held on [REDACTED], at [REDACTED] before a United States District Court Judge in Courtroom 3A, at the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets Camden, NJ 08101, for the purpose of determining: (1) whether to approve the Settlement of this Action, and (2) if the Settlement is approved, to consider an application by Class Counsel for an award of their reasonable attorneys’ fees and expenses. This Notice describes the nature of the Action, the terms of the Settlement and what you need to do in case you wish to object to the terms of this Settlement.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS AND THE RIGHTS OF YOUR MINOR CHILDREN MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE.

YOUR LEGAL RIGHTS AND THE RIGHTS OF YOUR MINOR CHILDREN MAY BE AFFECTED WHETHER OR NOT YOU ACT.

IF YOU ARE A MEMBER OF ONE OR MORE OF THE SETTLEMENT CLASSES DEFINED BELOW, YOU AUTOMATICALLY RELEASE THE CLAIMS COVERED BY THIS SETTLEMENT UNLESS YOU EXCLUDE YOURSELF OR YOUR MINOR CHILDREN.

TO CLAIM YOUR SHARE OF THIS SETTLEMENT, YOU MUST REVIEW THE ENCLOSED CLAIM FORM, AND IF NECESSARY, COMPLETE AND SUBMIT IT BY THE DATE BELOW. ONLY INDIVIDUALS CORRECTLY IDENTIFIED ON THE CLAIM FORM WILL RECEIVE MONETARY SETTLEMENT BENEFITS.

IF ANY CHANGES OR ADDITIONS ARE MADE TO THE CLAIM FORM, IT MUST BE SUBMITTED AND POSTMARKED ON OR BEFORE [REDACTED].

You may be a member of one or more of the Settlement Classes if you:

Were a resident of the Borough of National Park, Gloucester County, New Jersey for any period of time, consecutive or otherwise, during the period from January 1, 2019 through the date upon which this Settlement receives preliminary approval (“Date of Preliminary Approval”);

Or

Owned or rented residential property located in the Borough of National Park, Gloucester County, New Jersey during the period of January 1, 2019 to the Date of Preliminary Approval;

Or

Owned residential property located in the Borough of National Park, Gloucester County, New Jersey during the period of January 1, 2019 to the Date of Preliminary Approval.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PLEASE CAREFULLY REVIEW THE CLAIM FORM ATTACHED TO THIS NOTICE TO DETERMINE WHETHER YOU NEED TO SUBMIT A CLAIM FORM TO BE ENTITLED TO SETTLEMENT BENEFITS.

<p>DO NOTHING</p>	<p>A. If after reading the Claim Form you do not need to complete Section One and Section Two, then you do not need to return a Claim Form to receive any settlement benefits to which you are entitled. You will receive Settlement benefits as specified below and give up your right to sue Defendants over the claims resolved by this Settlement. You will be bound by any judgment entered by the Court.</p> <p>B. If the information on the enclosed Claim Form is incorrect or incomplete, you should file the enclosed Claim Form with the correct and complete information. If a corrected claim form is not filed you will give up your right to sue Defendants over the claims resolved by this Settlement and will be bound by any judgment entered by the Court.</p>
<p>SUBMIT A CLAIM FORM IF ANY INFORMATION ON THE ENCLOSED CLAIM FORM IS INCORRECT OR INCOMPLETE</p>	<p>The way to get Class benefits if you qualify but the information on the enclosed Claim Form was incorrect or incomplete, you must fill out and return the enclosed Claim Form using the enclosed pre-paid business reply envelope or first-class mail, postmarked no later than [REDACTED].</p>
<p>ASK TO BE EXCLUDED</p>	<p>Get no Class benefits. The only option that allows you to individually sue Defendants over the claims resolved by this Settlement (“Settled Claims” as defined below in this Notice) is to ask to be excluded from, or “opt out” of, the Settlement.</p>

<p>OBJECT</p>	<p>Write to the Court about why you do not agree with the Settlement. Note: You must remain a member of the Class to file an objection and you will be included in the Settlement and will be bound by any judgment entered by the Court. If you ask to be excluded, you may not also object to the Settlement.</p>
<p>GO TO A HEARING</p>	<p>The Court is holding a public hearing to decide if the Settlement is fair to all members of the Settlement Classes. The hearing will be held on [redacted], at [time]. If you wish, you may attend the hearing. If you wish to speak at the hearing, you must request permission in writing, as set forth in detail below.</p> <p>For minor class members:</p> <p>The Court has appointed [redacted] as a Guardian Ad Litem. The role of the Guardian Ad Litem is to investigate and determine whether the settlement is fair, reasonable, and in the minor class members’ best interests. The Guardian Ad Litem will report his conclusions to the Court. The Court will address the conclusions of the Guardian Ad Litem during a separate hearing that has been scheduled to be held on [redacted], at [time] (the “Friendly Hearing”).</p>

NONE OF THE INFORMATION IN THIS NOTICE DOCUMENT CONSTITUTES FINDINGS OF THE COURT. IT IS BASED ON THE STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES ASSERTED BY ANY OF THE PARTIES.

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Basic Information

1. Why did I get this notice package?

You have received this Notice of Class Action Settlement because you have been identified as a potential member of the Class on whose behalf claims for nuisance, battery, trespass, strict liability, property damage/devaluation, and biomonitoring (the "Class Claims") will be settled, if the Court approves the proposed Settlement. The class action is called *Severa, et al. v. Solvay Specialty Polymers USA, LLC et al.*, Case No. 1:20-cv-06906-NLH-AMD (D.N.J.). The Court in charge of this case is the United States District Court for the District of New Jersey, Camden Vicinage. The people who sued are called the "Plaintiffs," and the companies they sued, Arkema and Solvay, are together called the "Defendants."

Certain benefits provided through the Settlement are available to minor Class Members.

2. What is this lawsuit about?

The Action that is the subject of this Notice is brought by Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Class Representatives" or "Lead Plaintiffs"). Lead Plaintiffs generally allege that Defendants each separately owned and operated a manufacturing plant (the "Plant") at 10 Leonard Lane, West Deptford, Gloucester County, New Jersey, and caused the discharge of per- and poly-fluoroalkyl substances ("PFAS"), including but not limited to perfluorononanoic acid ("PFNA") and perfluorooctanoic acid ("PFOA"), which allegedly entered the municipal water supply of the Borough of National Park, Gloucester County, New Jersey. Defendants deny these allegations and assert that there are no scientific studies concluding that PFAS from the Plant entered the municipal water supply.

3. Why is this case a class action?

In a class action, one or more people, called Class Representatives or “Lead Plaintiffs” (for example, the Class Representatives or Lead Plaintiffs identified above), sue on behalf of people who may have similar claims. A judge can determine that people who have similar claims are members of a class, except for those who exclude themselves from the class. A District Judge of the United States District Court for the District of New Jersey is in charge of this class action.

4. Why is there a settlement?

Lead Plaintiffs, through their counsel, Williams Cedar, LLC and Barry, Corrado & Grassi, P.C. (“Class Counsel”) have conducted a thorough investigation relating to the claims and the underlying events alleged in the Action, and analyzed the legal principles applicable to Lead Plaintiffs’ claims and the potential defenses thereto. As a result, Lead Plaintiffs and Class Counsel have concluded that they have obtained adequate information to enter into the Settlement on a fully informed basis.

Class Counsel engaged in extensive arm’s-length negotiations with counsel for the Defendants. Although Lead Plaintiffs believe their claims have merit, they recognize the risk, expense and length of continued proceedings necessary to prosecute such claims through trial. Class Counsel also have considered the costs, risks, and uncertainties inherent in proceeding further in this Action. Lead Plaintiffs and Class Counsel also have considered the difficulty in establishing that PFAS, including PFNA and PFOA, originated from the Plant, entered the National Park water supply, or caused Lead Plaintiffs or Class Members any harm. Lead Plaintiffs and Class Counsel therefore desire to enter into the Settlement, believing it to be reasonable, adequate and in the best interests of the Class Members.

Defendants have denied, and continue to deny, each and every allegation of liability and wrongdoing on their part and assert that the claims asserted against them in the Action are without merit and fail to state a cause of action; deny that they breached any duty, violated law, or engaged in wrongdoing of any form; and believe that they have strong factual and legal defenses to all claims alleged. Defendants have agreed to the Settlement in order to fully and finally settle and dispose of all claims that have been or could have been raised in the Action and to avoid the continuing burden, expense, inconvenience and distraction of this litigation. In short, the Parties disagree on the merits of this litigation, including whether or not damages have been suffered or are recoverable.

There has been no trial. The Court did not decide in favor of the Class Representatives or Defendants in this case. The Class Representatives, with the advice of Class Counsel, and the Defendants have agreed to the terms of this Settlement to avoid the cost, delay and uncertainty that would come with additional litigation and trial. The Class Representatives and Class Counsel think the Settlement is best for Class Members because it provides certain relief now as opposed to uncertain relief in the potentially distant future. The agreement to settle is not an admission of fault by either Solvay or Arkema. In fact, Defendants specifically dispute the claims asserted in this case.

Who Is In the Settlement

In order to be included in this Settlement, you must be a Class Member.

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

The people covered by the proposed Settlement (the “Class Members”) are:

A. All residents of the Borough of National Park, Gloucester County, New Jersey for any period of time, consecutive or otherwise, during the period from January 1, 2019 through the Date of Preliminary Approval, as further explained below (“Biomonitoring Class Members”).

Everyone who fits the following description is a Biomonitoring Class Member, **including minors**:

“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.

The rights of Biomonitoring Class Members to obtain a blood test through the Biomonitoring Program as described further below belong equally to minor Biomonitoring Class Members as they do to adult Biomonitoring Class Members.

B. All owners or lessees of residential property located within the Borough of National Park as of the Date of Preliminary Approval (“Nuisance Class Members”).

Everyone who fits the following description is a Nuisance Class Member:

“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 that 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) of the Stipulation. 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) of the Stipulation. 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.

C. All owners of residential property located within the Borough of National Park as of January 1, 2019 (“Property Class”).

Everyone who fits the following description is a Property Class Member:

“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 entirety, 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) of the Stipulation. 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.

Because you have received this Notice of Class Action Settlement, you may be a member of one or more of the Classes described above.

6. What about my children?

Minors are eligible to receive benefits as members of the Biomonitoring Class. This means that minors who were residents of National Park at any time from January 1, 2019 to [the date of preliminary approval] will be able to obtain, as part of the Biomonitoring Program described below under Question 8, a single blood draw to be analyzed for the presence of PFAS.

[redacted] has been appointed to serve as the Guardian Ad Litem in this case on behalf of the minor class members. The role of the Guardian Ad Litem is to investigate and determine whether the settlement is fair, reasonable, and in the minor class members' best interests. The Guardian Ad Litem will report his conclusions to the Court. The Court will address the conclusions of the Guardian Ad Litem during Friendly Hearing that has been scheduled to be held on [redacted], at [time].

7. What should I do if I move?

If you move after receiving this notice and before the Settlement is finalized, in order to receive additional important notices regarding Settlement benefits, including your payment if you are eligible for one, you must contact the Claims Administrator at 1-###-###-#### or [redacted].com and give your new address.

The Settlement Benefits

8. What does the Settlement provide?

Certain provisions of the proposed Settlement are described in this Notice, but the documents on file with the Court set forth the Settlement and its terms more fully. Those documents are available for you to review. The proposed Settlement is subject to Court approval.

The total value of the Settlement is \$1,367,975. Attorneys' fees and litigation-related expenses (not to exceed \$243,595) for Class Counsel, fees to administer the Settlement (not to exceed \$100,000), and incentive payments to Class Representatives (not to exceed \$8,000 for each), will be paid out of the total Settlement amount, subject to approval by the Court.

The Settlement provides for benefits to the prospective Class Members to resolve the respective Class Claims. Specifically, the Settlement provides for total Settlement Amounts of \$784,380.00 for persons, including minors, who are Biomonitoring Class Members (the "Biomonitoring Class Fund") and \$200,000 for persons who are Property Class Members and/or Nuisance Class Members (the "Property/Nuisance Class Fund"). The Settlement Amounts will be used to make payments to respective Class Members and pay for other Settlement benefits. All of the benefits a respective Class Member can receive are described below.

(A) Biomonitoring Class Payments:

If you are a Biomonitoring Class Member, as defined herein, you are eligible for one blood test for PFAS during a 2-month period following entry of the Order and Final Judgment approving the Stipulation (the

“Biomonitoring Program”), which will be paid for by the Biomonitoring Class Fund, on a first-come, first-served basis. The blood test is intended to identify the possible presence or absence of PFAS and their relative current concentrations only. All blood draws will be performed by AcuLabs, Inc. and analyzed by NMS Labs, neither of which are agents or affiliates of Defendants. Additional information about the Biomonitoring Program is provided directly below. Additional information regarding the exact details of the Biomonitoring Program, including when and where the testing will be made available, will be provided by mail via postcard in advance of the Biomonitoring Program, and also will be made available on the Settlement website [\[\(INSERT SETTLEMENT WEBSITE ADDRESS\)\]](#). The cost of any potential interpretation of the blood test result by medical or health professionals is not included. Defendants shall not be liable for any actions or inactions, whether negligent, reckless or intentional, of AcuLabs, Inc. or NMS Labs, their employees, agents or affiliates. Additional information regarding the specific dates testing will be available and how to request a blood test will be provided after the Court approves the Settlement. The identities of the Biomonitoring Class Members who have their blood tested and the results of the blood test will be confidential. The blood test results will only be provided to the individual Biomonitoring Class Member who requested the test. Once the Biomonitoring Class Fund is depleted, no additional blood tests will be offered. The Biomonitoring Class Fund will be capable of funding a minimum of 2,100 blood tests. Upon expiration of the Testing Period, if any of the Biomonitoring Class Fund remains, those funds shall revert to Defendants within 45 business days after the closure of the Testing Period.

Biomonitoring Program Information

The Biomonitoring Program is currently planned to take place on eight (8) separate days (“Drawing Events”) over the course of a 2-month period at a location within a short drive from National Park. On the date of each Drawing Event, Biomonitoring Class Members who provide consent (“Participants”) will be able to obtain a single blood draw to test for PFAS chemicals. For minor Participants, consent must be received from the minor’s parent or legal guardian before blood is drawn. The blood draw will be performed by a certified phlebotomist associated with Aculabs. The blood sample will then be shipped to NMS Labs to be analyzed for the presence of PFAS and corresponding concentrations. Participants will receive access to the results of their blood test via a secure online portal.

The dates and timeframes for each Drawing Event will be selected to best accommodate the schedules of Biomonitoring Class Members. This will include Drawing Events being hosted on select weekdays and weekend days during specified timeframes that will cover mornings, afternoons, and evenings. The exact location of the Biomonitoring Program and the dates and timeframes for the Drawing Events will be determined at a later date and will be specified on the settlement website and in the postcard notice provided to Biomonitoring Class Members following the Court’s entry of Order and final Judgment. No appointment will be necessary to appear at the Drawing Events.

(B) Nuisance Class Payments:

If you are a member of the Nuisance Class, as defined herein, you are eligible to receive a payment. The payments to Nuisance Class Members are currently estimated to be approximately \$100 to each class member. Note 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. All Nuisance Class Members with a leasehold interest in Property are entitled to a payment, except that multiple leaseholders of the same Property at the same time are to be collectively treated as one Nuisance Class Member for purposes of payment. 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. Also note that if you purchased or sold your Property, or if someone leased the Property before or after you did, the payment will be divided *pro rata* with the prior or subsequent owner or leaseholder of the Property based on the duration of ownership. The exact amount of the payments to Nuisance Class Members

will be calculated by the Class Administrator, and will depend on the number of eligible Nuisance Class Members participating in this Settlement.

(C) Property Class Payments:

If you are a member of the Property Class, as defined herein, you are eligible to receive a payment. The payments to Property Class Members are currently estimated to be approximately \$100 per Parcel. Note that if there are multiple owners of your Parcel of Property at the same time, then the payment for that Parcel will be made collectively as one payment to all property owners. Also note that if you purchased or sold your Parcel at any point during the period between January 1, 2019 and the Date of Preliminary Approval, the payment will be divided *pro rata* with the prior or subsequent owner of that Parcel based on the duration of ownership. The exact amount of the payments to Property Class Members will be calculated by the Class Administrator, and will depend on the number of eligible Property Class Members participating in this Settlement.

To participate in the Biomonitoring Program and possibly receive a Nuisance Class Payment or Property Class Payment, you must make sure that your information on the enclosed Claim Form is correct and complete. If not, you must submit a timely, valid Claim Form.

Release of Claims by Lead Plaintiffs and Class Members

If the Settlement is approved, Lead Plaintiffs on behalf of themselves, their heirs, executors, administrators, successors and assigns, the Class, and all other Class Members on behalf of themselves, their executors, administrators, successors and assigns (the “Releasers”), shall be deemed to have fully, finally and forever released, relinquished and discharged 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 (as defined below) (i) that have been asserted in this Litigation by the Lead Plaintiffs, the Classes, Class Members, or any of them against the Released Parties (as defined below); 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 (as defined below), 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 (as defined below). This release is also applicable to all minor class members.

Limitation on Future Personal Injury Claims

Neither Lead Plaintiffs nor Class Members (including minor Class Members) shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member (including minor Class Members) 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.

Release of Unknown Claims

“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.

If the Court approves the Settlement, then the Action will be dismissed with prejudice and without costs other than as provided in the Stipulation.

The foregoing is only a summary of the terms of the Settlement. If you are interested in additional information, copies of the Stipulation and any other submissions in the Action are on file with the Clerk of the Court, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

9. What do I have to do to receive class benefits?
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If you want to participate in the Settlement and the information on the enclosed Claim Form is accurate and complete, you do not need to do anything. However, if any of the information is inaccurate or incomplete you must submit a Claim Form with the correct information to the Class Administrator. The Claim Form is also available on the Settlement website [\[\(INSERT SETTLEMENT WEBSITE ADDRESS\)\]](#).

If you are required to submit a Claim Form to correct inaccurate or missing information, it must be postmarked or electronically submitted no later than [REDACTED].

The Lawyers Representing You

10. Do I have a lawyer in this case?

The Court approved the law firms of Williams Cedar, LLC and Barry, Corrado & Grassi, P.C. to represent you and other Class Members. Together, the lawyers are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

As part of the final approval of this Settlement, Class Counsel will ask the Court to approve payment of their reasonable Attorneys’ Fees and Expenses related to their work in this case, in the approximate amount of \$243,595.00.

Class Counsel will make their request for Attorneys’ Fees and Expenses through a motion that will be filed with the Court prior to the date of the Settlement Hearing and prior to the deadline for Class Members to file their Objections.

The Court will determine whether the payments and the specific amounts requested at the time are appropriate. These amounts will come out of the Settlement Amount. Defendants have agreed that they will not oppose Class Counsel’s request for fees and expenses as long as it does not exceed \$243,595.00.

Opting Out of the Settlement

12. Do I have to participate in the settlement?

No. If you do not want to participate in and be bound by the terms of the Class Settlement Agreement, you may elect to exclude yourself and/or your minor children or “opt out” of the Settlement. If you choose to opt out of the Settlement, you will be giving up any right to claim any of the benefits being provided to Class Members under the Settlement. To opt out of the Settlement on behalf of yourself and/or your minor children, you must send a signed request for exclusion by mail stating: (a) your name and address, and (b) a statement that you wish to be excluded from the Class. Your request must be mailed to the following:

Settlement Administrator
PO Box 2790
Baton Route, LA 70821
Settlement Administrator

Shauna L. Friedman, Esq.
Barry, Corrado & Grassi, PC
2700 Pacific Avenue
Wildwood, NJ 08260
sfriedman@capelegal.com
One of Plaintiffs’ Counsel

Crystal Lohmann Parker, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Counsel for Solvay

John D. North, Esq.
Greenbaum, Rowe, Smith, & Davis LLP
Metro Corporate Campus One
P.O. Box 5600
Woodbridge, NJ 07095
Counsel for Arkema

Your request for exclusion must be postmarked no later than [REDACTED].

Objecting to the Settlement

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

If you don't agree with the Settlement or some part of it, you do not have to opt out. You can simply tell the Court that you do not agree with some or all of the proposed Settlement.

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you and/or your minor children objects to the *Severa et al. v. Solvay Specialty Polymers, USA, LLC, et al.* Settlement and you must specifically state your objections. Be sure to include your name, address, telephone number, and your signature; indicate whether you are a current or former employee, agent, or contractor of Solvay, Arkema, or Class Counsel; and provide a detailed statement of the reason why you object to the Settlement. Mail the objection to each of the four places listed below, postmarked no later than [redacted]:

William T. Walsh, Clerk of Court
United States District Court for the
District of New Jersey at Camden
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets, Room 1050
Camden, NJ 08101

Shauna L. Friedman, Esq.
Barry, Corrado & Grassi, PC
2700 Pacific Avenue
Wildwood, NJ 08260
sfriedman@capelegal.com
One of Plaintiffs' Counsel

Crystal Lohmann Parker, Esq.
Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Counsel for Solvay

John D. North, Esq.
Greenbaum, Rowe, Smith, & Davis LLP
Metro Corporate Campus One
P.O. Box 5600
Woodbridge, NJ 07095
Counsel for Arkema

The Court's Settlement Hearing

14. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing (the "Settlement Hearing") at [redacted] a.m. on [redacted], at the United States District Court for the District of New Jersey at Camden, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101 in Courtroom 3A. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate to the members of the Respective Classes. If there are objections, the Court will consider them. The Court may also address Class Counsel's and Plaintiffs' and Class Representatives' Motion for Attorneys' Fees and Expenses, and, if granted, in what amounts. After the hearing, the Court will decide whether to approve the Settlement and enter the Judgment in the form attached to the Stipulation. We do not know how long these decisions will take.

The Settlement Hearing will occur after the Friendly Hearing scheduled for [redacted], at [redacted] time. At the Friendly Hearing, the Court will address the conclusions of the Guardian Ad Litem with respect to the fairness, reasonableness, and whether the terms are in the best interests of the minor Class Members. The Court will not consider Class Member objections to the Settlement at the Friendly Hearing.

15. Do I have to come to the hearing?

You do not have to come to the Settlement Hearing. Class Counsel will answer questions that the assigned United States District Court Judge may have, but you are welcome to come 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 retain and pay for your own lawyer to attend.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Severa, et al. v. Solvay Specialty Polymers, USA, LLC, et al.*, 1:20-cv-06906-NLH-AMD.” Be sure to include your name, address, telephone number, and your signature. Your “Notice of Intention to Appear” must be postmarked no later than [REDACTED], and must be sent to the four addresses listed above in the “Objecting to the Settlement” section of this Notice, which includes direct notice to William T. Walsh, Clerk of Court, United States District Court for the District of New Jersey at Camden, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Camden, NJ 08101.

If You Do Nothing

17. What happens if I do nothing at all?

If you do not opt out and the Court approves the terms of the Settlement:

- 1. IF AFTER READING THE CLAIM FORM YOU DO NOT NEED TO COMPLETE SECTION ONE AND SECTION TWO, THEN YOU DO NOT NEED TO RETURN A CLAIM FORM TO RECEIVE ANY SETTLEMENT BENEFITS TO WHICH YOU ARE ENTITLED.**
- 2. IF THE INFORMATION ON THE ENCLOSED CLAIM FORM IS INCORRECT OR INCOMPLETE, YOU MUST RETURN THE CLAIM FORM FULLY-ANSWERED TO ENSURE RECEIPT OF SETTLEMENT BENEFITS.**

In either event, you and your children will forever be barred from bringing Settled Claims (as described in this Notice) because those claims are resolved under this Class Settlement and your ability, and your children’s ability, to bring Personal Injury Claims will be subject to certain conditions described herein.

Conditions for Settlement

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from the Judgment or to move to alter or amend the Judgment, or the determination of any such appeal of motion in a manner to permit the consummation of the settlement substantially as provided for in the Stipulation. Regardless of whether the Court approves the Settlement, both Defendants’ Counsel and Class Counsel have the right to terminate the settlement for several reasons, including, but not limited to, if the percentage of either the Biomonitoring Class Members, Nuisance Class Members, or Property Class Members who submit timely claims to opt out of their respective classes exceeds 5%. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of May 8, 2023. In that event, the Settlement will not proceed and no payments or benefits will be made to Class Members.

Definitions Used In This Notice

As used in this Notice, 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 for any period of time 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. 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 of the Stipulation.
- 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. “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) of the Stipulation. 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) of the Stipulation. 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.

- K. “Nuisance Class Member” means a person who fits within the scope of the Nuisance Class.
- L. “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.
- M. “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 as **Exhibit D** to the Stipulation.
- N. “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.
- O. “Party” or “Parties” means Lead Plaintiffs, on their own behalf and on behalf of the Classes, and Defendants, where appropriate to the text.
- P. “Person” means a natural person.
- Q. “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.
- R. “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.
- S. “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.
- T. “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) of the Stipulation. 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.

- U. “Property Class Member” means a person who fits within the scope of the Property Class.
- V. “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.
- W. “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.
- X. “Settlement” means the settlement contemplated by this Stipulation.
- Y. “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 which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Dismissals and Releases

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice (the “Judgment”). In addition, upon the Effective Date, the Lead Plaintiff, Class Representatives and each of the Class Members, for themselves and for any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such plaintiff or Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim, any distribution from a Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Settled Claims against the Released Parties, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Settled Claim against the Released Parties except to enforce the releases and other terms and conditions contained the Stipulation or the Judgment entered pursuant thereto.

Getting More Information

18. How do I get more information?

DO NOT CALL the Court, Solvay, or Arkema with questions about this Settlement. If you have questions about this Settlement you may visit the settlement website at [\[INSERT SETTLEMENT WEBSITE ADDRESS\]](#) or you may contact the Class Administrator by phone at 1-###-###-#### or by email at [\[INSERT SETTLEMENT EMAIL ADDRESS\]](#).

The court record for this case includes all documents that have been filed to date. This information is publicly available to you. You may review the court file in person during normal business hours at the Camden federal courthouse located at:

Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets, Room 1050
Camden, NJ 08101

DATE: _____

**BOROUGH OF NATIONAL PARK WATER SETTLEMENT
CLASS MEMBER CLAIM FORM**

Which Class or Classes could I be eligible for?

Biomonitoring Class Member	You are a Biomonitoring Class Member if you physically dwelled in the Borough of National Park, Gloucester County, New Jersey at any time from January 1, 2019 to [the date of preliminary approval]. The Biomonitoring Class includes minors.	If you are a Biomonitoring Class Member, you and your minor children are eligible for one blood test for PFAS during a 2-month period following entry of the Order and Final Judgment approving the Class Action Settlement (the “Biomonitoring Program”), which will be paid for by the Biomonitoring Class Fund, on a first-come, first-served basis.
Property Class Member	You are a Property Class Member if you owned a residential 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.	If you are a Property Class Member, you are eligible for a monetary payment from an aggregate sum divided by the total number of properties within the Borough of National Park that are owned by Property Class Members. and multiplied, where applicable, for Property Class Members who own more than one property within the Borough of National Park. It is currently estimated that the foregoing computation will result in a payment of approximately \$100 for each property.
Nuisance Class Member	You are a Nuisance Class Member if you owned or had a leasehold interest in a residential 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.	If you are a Nuisance Class Member, you are eligible for a monetary payment from an aggregate sum divided 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 Nuisance Class Members will receive a payment of approximately \$100.

PLEASE REVIEW BOTH SIDES OF THIS CLAIM FORM AND, IF NECESSARY, RETURN THE COMPLETED FORM TO THE ADDRESS LISTED FURTHER BELOW. YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE [DATE].

SECTION ONE

[Resident]
[Address Line 1]
[City][State][Zip code]

PLEASE READ – *You do not need to complete Section One if: (a) you have been the sole owner of the property identified above since January 1, 2019; and (b) you have occupied that property at any time between January 1, 2019 and the [date of preliminary approval]. Please continue to Section Two.*

1. Were you a resident of National Park at any time between January 1, 2019 and the [date of preliminary approval]? Yes: ___ No: ___
2. Do you currently own the property identified above? Yes: ___ No: ___
3. If you answered “No” to #2, please identify the current owner of the property, if known: _____
4. If you answered “Yes” to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___
5. If you answered “Yes” to #4, please identify the individual(s) with whom you share an ownership interest in this property:

_____ Name

_____ Name

ATTACH ADDITIONAL PAGES IF NECESSARY

List any additional individuals who have previously owned this property between January 1, 2019 and [the date of preliminary approval], and identify the duration of their ownership, if known:

_____ Name

_____ Duration of ownership

Name _____	Duration of ownership _____								
ATTACH ADDITIONAL PAGES IF NECESSARY.									
SECTION TWO									
<p>PLEASE READ - <i>If you answer "No" to #1 below, <u>you do not need to complete Section Two.</u></i></p> <p>1. Do you currently lease any residential property that you own in the Borough of National Park, including your current residence, to someone who pays you rent? Yes: ____ No: ____</p> <p>2. <i>If you answered "Yes" to #1, what is the address of that property?</i> _____</p> <p>Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and [the date of preliminary approval], and identify the duration of the lease:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">_____</td> <td style="width: 50%; border: none;">_____</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Duration of lease</td> </tr> <tr> <td style="border: none;">_____</td> <td style="border: none;">_____</td> </tr> <tr> <td style="border: none;">Name</td> <td style="border: none;">Duration of lease</td> </tr> </table>		_____	_____	Name	Duration of lease	_____	_____	Name	Duration of lease
_____	_____								
Name	Duration of lease								
_____	_____								
Name	Duration of lease								
ATTACH ADDITIONAL PAGES IF NECESSARY.									
<p>!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:</p> <p>(1) You did not need to complete Section One; and (2) You did not need to complete Section Two.</p>									
CLAIMANT INFORMATION									
<p>I. Name and Address Information - Please provide your name and current home address below.</p> <p>Claimant Name: _____</p> <p>Street Address: _____</p> <p>City: _____ State: _____ Zip Code: _____</p> <p>II. Phone and Email Contact Information – Please provide your phone numbers and email address below</p> <p>Preferred Phone Number: _____ Alternate Phone Number: _____</p> <p>Email Address: _____</p>									
CERTIFICATION AND CLAIMANT SIGNATURE									
<p><i>By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.</i></p>									
_____	_____	_____							
<i>Claimant Name (Print)</i>	<i>Claimant Signature</i>	<i>Date</i>							

**Please return your completed Claim Form
Postmarked on or before [Deadline]**

[INSERT ADMINISTRATOR ADDRESS]

Exhibit B

LEGAL NOTICE

If you were a resident of the Borough of National Park, New Jersey (including minors), owned residential property there, or rented residential property there, you may be eligible for a payment and/or blood test for PFAS

Several individuals (“Plaintiffs”) have filed a lawsuit (the “Suit”) alleging that Solvay Specialty Polymers USA, LLC and Arkema Inc. (“Defendants”) owned and operated a manufacturing plant which discharged per- and poly-fluoroalkyl substances (“PFAS”), including but not limited to perfluorononanoic acid (“PFNA”) and perfluorooctanoic acid (“PFOA”), which allegedly entered the municipal water supply of the Borough of National Park, Gloucester County, New Jersey (“Borough of National Park”). PFAS so discharged, the suit alleges, could be harmful to human health. Defendants deny these allegations and assert that there are no scientific studies concluding that PFAS from the manufacturing plant entered the municipal water supply.

The Plaintiffs brought these claims as a class action on behalf of all persons, including minors, who physically dwelled in the Borough of National Park, from January 1, 2019 to the date upon which this Settlement receives preliminary approval (“Biomonitoring Class”), all persons who between January 1, 2019 and the date upon which this Settlement receives preliminary approval, owned or rented residential real property within the Borough of National Park (“Nuisance Class”), as well as all persons who owned residential real property (“Property”) in the Borough of National Park during the period of January 1, 2019 to the date upon which this Settlement receives preliminary approval (“Property Class”). Property ownership will be determined according to the most recent version of the Gloucester County tax assessment records for the Borough of National Park. Plaintiffs and Defendants have recently entered into a settlement agreement (“Settlement Agreement”) embodying the proposed settlement of the Suit (the “Settlement”) to avoid burdensome and costly litigation. The settlement is not an admission of liability or wrongdoing.

As part of the Settlement, the Court has appointed a Guardian Ad Litem. The role of the Guardian Ad Litem is to investigate and determine whether the settlement is fair, reasonableness, and in the best interest of the minor class members. The conclusions of the Guardian Ad Litem will be reported to the Court and addressed during a hearing commonly referred to as a “Friendly Hearing.”

Am I affected by the Settlement? Your rights are affected by the Settlement, and you are entitled to obtain the benefits of the Settlement Agreement if you

meet the definitions of the Biomonitoring Class, Nuisance Class, and/or Property Class. You are considered a member of one or more of the respective Classes unless you fit certain exclusions in the detailed Class definitions or you file a timely request for exclusion as described below.

What Can I Get From the Settlement?

Biomonitoring Class Members may be eligible, on a first-come, first-served basis, to receive one blood test conducted by an independent lab intended to identify the possible presence or absence of PFAS and their relative current concentrations in their blood. Minor Biomonitoring Class Members are entitled to receive a blood test as well. Nuisance Class Members may be eligible to receive a payment of approximately \$100. Property Class Members may be eligible to receive a payment of approximately \$100. A detailed Class Notice Describing these benefits is available at [\[INSERT SETTLEMENT WEBSITE\]](#) or by calling [\[1-8xx-xxx-xxxx\]](#).

What are My Options? If after reading the Claim Form you do not need to complete Section One and Section Two, then you do not need to do anything in order to receive settlement benefits for which you are eligible. If the Claim Form is incorrect or incomplete, you must return the Claim Form with correct information postmarked no later than [\[DATE\]](#). If you do not wish to participate in the settlement, you may exclude yourself by [\[DATE\]](#) by submitting a written request to do so. If you exclude yourself, you will not receive any benefits from this settlement. If you’re a Class Member, you may object to any part of the settlement you don’t like, and the Court will consider your views. Your written objection must be postmarked by [\[DATE\]](#) and must provide the reasons why you object. Additional information about all of your options is set out in the detailed notice available at [\[INSERT SETTLEMENT WEBSITE\]](#) or by calling [\[1-8xx-xxx-xxxx\]](#).

The Court will hold a Settlement Hearing at [\[TIME\]](#) a.m./p.m. on [\[DATE\]](#) in Camden, New Jersey. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and consider any objections. The Court may also address Class Counsel’s Motion for Attorneys’ Fees and Expenses in the approximate amount of \$243,595. You may attend the hearing and/or hire your own lawyer at your own expense, but you are not required

to do either. The Court will consider timely written objections and will listen to people who have made a prior written request to speak at the hearing postmarked by [DATE]. After the hearing, the Court will decide whether to approve the settlement.

The Settlement Hearing is not the same hearing as the Friendly Hearing.

What If I Have Questions? This Notice is just a summary. A detailed Class Notice, as well as the Class Settlement Agreement and other documents filed in

QUESTIONS? VISIT [INSERT SETTLEMENT WEBSITE] OR CALL [1-8XX-XXX-XXXX]

this lawsuit can be found online at [INSERT SETTLEMENT WEBSITE].

For more information, you may call, write, or email the Settlement Administrator at:

[1-8XX-XXX-XXXX], or

[INSERT SETTLEMENT ADMIN ADDRESS/EMAIL]

DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE

Exhibit C

Joint Press Release

The parties in *Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.*, announce that Judge Noel Hillman of the United States District Court for the District of New Jersey has preliminarily approved a class action settlement. The hearing on final approval of the settlement is scheduled for [date], at [] a.m.] at the United States District Court for the District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets, Camden, NJ 08101.

The lawsuit was brought on behalf of residents of the Borough of National Park, NJ and alleges that Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc. (Solvay), and Arkema Inc. (Arkema) each separately owned and operated a manufacturing plant at 10 Leonard Lane, West Deptford, New Jersey and caused the discharge of per- and poly-fluoroalkyl substances, which allegedly entered the municipal water supply of the Borough of National Park. Solvay and Arkema deny these allegations, but have agreed to resolve the class action to avoid the burden and expense of continued litigation. The Court has not ruled on the merits of the claims.

The settlement sets aside money for all persons, including minors, who resided in the Borough of National Park from January 1, 2019 to the date of preliminary approval of the Settlement to have their blood analyzed for the presence of PFAS. The settlement also provides monetary payouts to all persons who have owned or rented residential property within the Borough of National Park during the period of January 1, 2019 to the date of preliminary approval of the Settlement.

Additional information, including the deadline for submitting any objections to the settlement, is available at [website address].

The proposed settlement will be reviewed for final approval by a District Court Judge of the United States District Court for the District of New Jersey, where the consolidated class action lawsuit is pending. Further information concerning the details of the settlement is available from the Court's docket, Case No.1:20-cv-06906-NLH-AMD.