

**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	:	

**Certification of Shauna L. Friedman, Esq. in Support of Motion for Preliminary Approval
of Class Action Settlement**

I, Shauna L. Friedman, Esq., hereby certifies to the Court as follows:

PRELIMINARY STATEMENT

1. I am an attorney at law admitted to the New Jersey Bar, and the United States District Court for the District of New Jersey.
2. I am co-counsel for Plaintiffs in the above-captioned matter.
3. I am personally familiar with the facts of this matter, and make this certification based on my personal knowledge.
4. I am providing this certification in support of Motion for Preliminary Approval of the Class Action Settlement.

SUMMARY OF THE STATUS OF LITIGATION

5. On June 5, 2020, Lead Plaintiffs filed a Class Action Complaint and Demand for Jury Trial in the United States District Court for the District of New Jersey, and subsequently filed an Amended Complaint on June 9, 2020.
6. The Amended Complaint generally alleges, among other things, that Defendants owned and operated a manufacturing facility at 10 Leonard Lane, West Deptford, New Jersey, and negligently or knowingly caused the discharge of perfluorinated compounds (“PFAS”), including but not limited to perfluorononanoic acid (“PFNA”) and perfluorooctanoic acid (“PFOA”) into the municipal water supply of the Borough of National Park, New Jersey.

7. On July 28, 2020, Defendants filed motions to dismiss the Amended Complaint and deny any liability or wrongdoing whatsoever regarding the operation of the West Deptford facility.
8. In an order from March 10, 2021, the Court granted Defendants' motions with respect to Plaintiffs' separate cause of action for punitive damages, and denied the motions as to the remaining claims for nuisance, trespass, negligence, and violations of the Spill Act.
9. For nearly two years, the Parties exchanged significant discovery relating to Plaintiffs' claims, which comprised of detailed written discovery as well as the production of nearly one million pages of responsive documents.
10. Prior to the initiation of dozens of depositions, the Parties engaged in settlement discussions over the course of several months.
11. The Parties have conducted a significant examination and investigation of the facts and law relating to the matters in this Litigation.
12. Lead Plaintiffs and Defendants, through their respective counsel, have engaged in significant efforts to reach a reasonable and fair compromise and settlement of this litigation, which included, among other things, a mediation before Magistrate Judge Ann Marie Donio. The Parties have endeavored to settle the issues in dispute and achieve a fair and equitable resolution of all Plaintiffs' claims consistent with the Parties' respective interests.
13. Based upon their investigation and the voluminous discovery completed thus far, I, along with my co-counsel and defense counsel, have concluded that the terms and conditions of the proposed settlement are fair, reasonable, and adequate to Lead Plaintiffs and the Classes, and have agreed to settle the claims raised in the Amended Complaint pursuant to the terms and provisions of this Settlement Stipulation after considering: (i) the substantial benefits Lead Plaintiffs and the Class Members will receive from settlement of this litigation; (ii) the attendant risks and uncertainties, including class certification, trial and appeals, as well as the time and expense of continuing the litigation; and (iii) the desirability of permitting this Settlement to be consummated as provided by the terms of this Stipulation.

SUMMARY OF THE PROPOSED SETTLEMENT AGREEMENT

14. The proposed Settlement would provide monetary relief as well as non-monetary benefits in the form of blood testing to Plaintiffs and Class Members. A summary of the proposed settlement is set forth below, and in more detail in the Stipulation attached hereto as Exhibit 1.
15. The Parties seek this Court's approval of, and certification of the following Settlement Classes under F.R.C.P. 23(b)(3):

As to 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”).

As to Class 2 (“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.

As to Class 3 (“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.

16. Under the terms of the Settlement Agreement, 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 60 day period following entry of the Order and Final Judgment approving this Stipulation (hereinafter “the Testing period”). The blood test will be performed by AcuLabs and processed by NMS Labs, none of which are agents or affiliates of the Defendants. Defendants shall not be liable to Plaintiffs for any actions or inactions, whether negligent, reckless, or intentional of Aculabs or NMS Labs, their employees, agents, 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 into the Biomonitoring Class Fund, which shall be used to pay for such blood tests, including phlebotomist and testing site costs, oversight of 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. Based on current blood testing cost estimates, the Biomonitoring Class Fund should be sufficient to pay for at least 2,100 individual blood tests, approximately. Based upon public information, the Biomonitoring Class is estimated to be approximately 3,000 people. Based upon counsel’s experience with class action litigation generally, and with the 2016 biomonitoring settlement in *Thomas, et al. v. Solvay, et al.*, Civil Case No.: 1:14-cv-1870 (D. N.J.), this should be more than sufficient to accommodate all Biomonitoring Class Members who wish to take advantage of this benefit. 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.

17. Under the Settlement Agreement, Defendants shall pay the aggregate sum of \$200,000 to the Property Class Members and/or Nuisance Class Members (Property/Nuisance Class Fund). Payment shall be made within 45 business days of the Effective Date. The Property/Nuisance Class Fund shall be distributed in accordance with Paragraphs 7(a) and(b) of the Settlement Agreement. 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.
18. One hundred thousand dollars (\$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 \$100,000 sum divided by the total number of residential properties with National Park. It is currently estimated that the foregoing computation will result in a payment of approximately \$100 for each property. The amount payable to each property shall be apportioned *pro rata* among owners, whether jointly, in common, by the entirety, or otherwise. By way of example, if a 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) if the property is owned by more than one Property Class Member or Nuisance Class Member. Further, if a residential 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.
19. One hundred thousand dollars (\$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 \$100,000 sum by the sum of the total number of residential properties within National Park and total number of leaseholders in National Park as determined by the 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 entirety, or otherwise. Each Nuisance Class Member with a leasehold interest in a residential property is entitled to a payment, except 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 payments shall be determined by timely-submitted Claims Form 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 residential 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.

20. In addition, subject to Court approval, Defendants will not oppose a motion for Class Counsel's attorneys' fees and costs, including, for the avoidance of doubt, expert fees and costs, up to \$243,595, which includes such costs and expenses, time already spent and time to be spent, exchanging discovery, 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' Fee and Expenses are in addition to the settlement benefits each Class Member will be receiving and recompense for such Fees and Expenses as are approved by the Court will be 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.
21. Also, subject to Court approval, within 45 business days of the Effective Date, Lead Plaintiffs shall receive \$8,000.00 each as an incentive payment for serving as Lead Plaintiffs in this action.
22. Defendants will allocate an aggregate total of \$100,000.00 towards class administration, as described in more detail below.

SUMMARY OF MONETARY PAYMENTS

23. Subject to Court Approval, within 45 business days of the Effective Date, Defendants shall contribute a total sum of \$1,367,975.00 to this settlement to be allocated as follows (and as described in more detail herein):
 - a. Administration Fund: \$100,000
 - b. Attorneys' Fees: \$243,595
 - c. Biomonitoring Fund: \$784,380
 - d. Class Representative Incentives: \$40,000 (\$8,000/each Lead Plaintiff)
 - e. Property Fund: \$200,000

CLASS NOTICE & SETTLEMENT ADMINISTRATION

24. This proposed Settlement provides that the administration of the Settlement shall be subject to the jurisdiction of the Court. Defendants shall pay an 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. Upon expiration of the Testing Period for the Biomonitoring Program and, and after one year from the date Nuisance and Property Class payments were distributed, any remaining funds from the Administration Fund shall revert back to the Defendants.
25. 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.

26. The Parties have selected Postlethwaite & Netterville, APAC to delegate the administration of the Settlement.
27. A proposed notice and claim form (“Notice”) is attached as Exhibit A to Exhibit 1, attached hereto. This Notice was modeled after the approved notice and claim form in a similar prior approved and certified class action settlement before this Court involving the same Defendants and same alleged contamination in a neighboring town, *Thomas, et al. v. Solvay, et al.*, Civil Case No.: 1:14-cv-1870 (D.N.J.).

REQUISITE CRITERIA FOR CERTIFICATION OF CLASS ACTION

28. Counsel hereby incorporates by reference the corresponding brief in support of the within motion for preliminary approval of class action settlement, which sets forth in detail how the requisite criteria for certification is met pursuant to F.R.C.P. 23.

PROCEDURE FOR OBJECTOR AND OPT-OUTS

29. The Parties also propose that the Court establish the deadlines and procedures for objectors and/or intervenors to ensure that all interested persons are afforded a reasonable opportunity to be heard and that the Fairness Hearing may be conducted in an orderly, efficient and just manner.
30. Specifically, to object to this Settlement, the proposed notice provides that an objecting Class Member must send a letter to: (i) the Clerk of Court for the United States District Court for the District of New Jersey at Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Room 1050, Camden, NJ 08101; (ii) Class Counsel, Shauna Friedman, Esq. of Barry, Corrado & Grassi, PC at 2700 Pacific Avenue, Wildwood, NJ 08260; (iii) Counsel for Solvay, Crystal Lohmann Parker, Esq. of Paul, Weiss, Rifkind, Wharton & Garrison, LLP at 1285 Avenue of the Americas, New York, NY 10019-6064; and (iv) Counsel for Arkema, John North, Esq. of Greenbaum, Rowe, Smith, & Davis LLP at Metro Corporate Campus One, PO Box 5600, Woodbridge, NJ 07095 by a deadline to be determined by this Court. The letter must indicate that the Class Member objects to the proposed settlement in *Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al.* Case No. 1:20-cv-6909, and provide the basis of the objection.
31. In addition, the proposed notice complies with Rule 23(c)(2)(B)(v) by providing an opportunity for class members to affirmatively opt-out. Specifically, to opt-out, a Class Member must send a signed request for exclusion by mail to: (i) the Settlement Administrator, Postlethwaite & Netterville, APAC at 8550 United Plaza Boulevard, Suite 1001, Baton, Route, LA 70809; (ii) Class Counsel, Shauna Friedman, Esq. of Barry, Corrado & Grassi, PC at 2700 Pacific Avenue, Wildwood, NJ 08260; (iii) Counsel for Solvay, Crystal Lohmann Parker, Esq. of Paul, Weiss, Rifkind, Wharton & Garrison, LLP at 1285 Avenue of the Americas, New York, NY 10019-6064; and (iv) Counsel for Arkema, John North, Esq. of Greenbaum, Rowe, Smith, & Davis LLP at Metro Corporate

Campus One, PO Box 5600, Woodbridge, NJ 07095 by a deadline to be determined by this Court.

QUALIFICATIONS FOR CLASS COUNSEL APPOINTMENT

32. As described in more detail above, this case involves allegations of the groundwater pollution and well contamination. Given the facts set forth below, I hold myself out as being qualified to be appointed as Class Counsel in this matter, along with the other proposed attorneys, Alan H. Sklarsky, Esq., Oliver T. Barry, Esq., and Gerald J. Williams, Esq.
33. I am a graduate of Rutgers University School of Law, and a member of the Bars of the State of New Jersey, Commonwealth of Pennsylvania, and State of New York.
34. I am also admitted to practice law in the United States District Court for the District of New Jersey, the United States Court for the Eastern District of Pennsylvania, and the United States Court for the Middle District of Pennsylvania.
35. I have focused my practice of law on representing victims of catastrophic personal injuries and complex torts, including civil class action claims in the field of toxic tort and environmental law, professional malpractice, constitutional law, consumer law, and products liability.
36. I have vast experience in environmental contamination and toxic tort cases, handling them both as a paralegal before graduating law school, and as an attorney afterward.
37. Before becoming an attorney, I was the lead paralegal in a mass action lawsuit involving the individual litigation of nearly 2,000 cases against several railroad Defendants after a train derailed and leaked toxic chemicals in a residential town. [In Re Paulsboro Chemical Spill, GLO-L-1128-13].
38. After becoming an attorney, I continued to work on the mass action lawsuit, and brought those cases to successful and final resolution.
39. Also, before becoming an attorney, I was the lead paralegal on the similar class action matter that this Court approved in 2016, Thomas, et al. v. Solvay, et al., 1:14-cv-1870 (D. N.J.).
40. I have handled and settled multiple high-profile personal injury cases, including hundreds of cases involving victims of institutional child sexual abuse.
41. I was one of the lead attorneys handling and successfully settling a class action against the State of New Jersey for a case involving sexual abuse and harassment perpetrated against female inmates. [Nobles, et al. v. Anderson, et al., HNT-L-145-19].

42. I have never been the subject of any disciplinary action.
43. I am fully familiar with the factual allegations, legal theories, and scope of the proposed class, and am committed to prosecuting the within matter.
44. Accordingly, I respectfully request that this Court grant preliminary approval of this class action, and appoint me as co-lead Class Counsel.

I certify that the foregoing statements made by me are true and correct to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 29, 2024

BARRY,CORRADO & GRASSI, PC

/s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

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