

**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	:	

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 28th day of February, 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 Judge James Savio (Ret.) 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 13th day of June, 2024 at 1:30 p.m before a United States District Judge in Courtroom No. 3A, 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 ~~the~~ 26th day of June, 2024 at 1:30 p.m. before a United States District Judge in Courtroom No. 3A, 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.

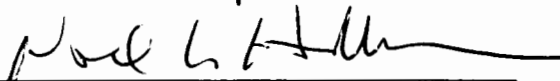
28. The court retains jurisdiction over this Action, the Parties, and all matters relating to the Settlement Agreement.

29. The Parties' submissions in support of final approval of the settlement shall be filed on or before May 28th, 2024.

30. Class Counsel shall file their application for award of attorneys' fees on or before May 28th, 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 28th day of February, 2024.


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

At Camden, New Jersey