

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

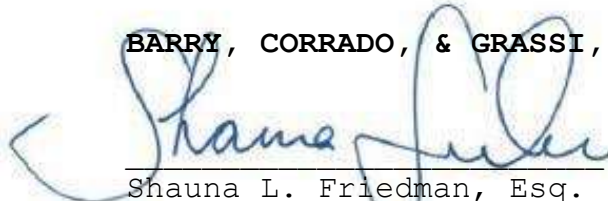
SEVERA, et al., :
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 Plaintiffs, : Case No.: 1:20-cv-6906
 v. : Civil Action
 SOLVAY, et al., :
 :
 :
 Defendants :

NOTICE OF MOTION FOR FINAL APPROVAL OF CLASS CERTIFICATION AND SETTLEMENT

PLEASE TAKE NOTICE that on the 17th day of December 2024, the undersigned attorney for Plaintiffs shall move before the United States District Court for the District of New Jersey for an order for final approval of class certification and settlement and approval of attorneys' fees in the above captioned matter.

Plaintiffs will rely upon the supporting certifications, memorandum of law, and corresponding exhibits submitted herewith.

BARRY, CORRADO, & GRASSI, PC



Dated: November 18, 2024

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MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR FINAL APPROVAL OF
CLASS CERTIFICATION AND SETTLEMENT

I. INTRODUCTION

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Plaintiffs Kenneth Severa, Carol Binck, Denise Snyder, Jennifer Stanton, and William Teti ("Plaintiffs"), through their undersigned counsel respectfully submit this memorandum in support of their motion for final approval of the proposed Settlement of this litigation and approval of the proposed plan of allocation of the Settlement. The terms of the Settlement are set forth in the parties' Stipulation and Agreement of Settlement (as amended) (the "Settlement Agreement") which is attached hereto as Exhibit 1.

Pursuant to the terms of the Settlement Agreement, Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together "Solvay"), and Arkema Inc. ("Arkema") (collectively "Defendants," and Plaintiffs and Defendants are collectively referred to as the "Parties"), have agreed to pay \$1,367,975 to establish a Biomonitoring Class Fund and a Property and Nuisance Class Fund, and to pay administrative costs of the Settlement, Class Counsel fees, and incentive awards to Lead Plaintiffs. The Property and Nuisance Class Funds will be allocated among and distributed to the members of the Property Class and Nuisance Class as cash payments. The Biomonitoring Class Fund will be used to pay for a single blood test for Biomonitoring Class members on a first-come, first-

served basis. The Settlement provides for separate payment of Class Counsel's court-awarded attorneys' fees and expenses, subject to Court approval, as well as incentive award payments to the individual named plaintiffs, and administration expenses. As discussed in detail below, the proposed Settlement is in the best interests of the Class Members.

Notice has also been disseminated to the Class as directed by the Court. The effectiveness of the notice program, the simplicity of the minimal claims process, and the adequacy of the Settlement, are all reflected in the very positive reaction from the Class thus far. The deadline for Class Members to opt-out or object was May 27, 2024. Only ten (10) individuals have requested to be excluded from the Class¹ and four (4) individuals have objected, although all four (4) of the objectors are represented by Steve Phillips, Esq. Accordingly, Plaintiffs respectfully move for final approval of the proposed Settlement Agreement.

Plaintiffs further submit that the proposed Plan of Allocation is fair and reasonable and should be approved. Defendants do not oppose Plaintiffs' motion.

¹ At the Court's direction, each individual who opted out of the Settlement has been provided with notice and an opportunity to opt back into the Settlement. The list of opt outs will be updated to account for any individuals who opt back into the settlement prior to the Final Approval Hearing.

II. FACTUAL BACKGROUND

This action arises from the presence of poly- and perfluoroalkyl substances ("PFAS"), including perfluoronanoic acid ("PFNA") and perfluorooctanoic acid ("PFOA"), within the municipal water system of the Borough of National Park ("National Park"). The residents of National Park, whom Plaintiffs seek to represent, receive their drinking water from the municipal water system. Plaintiffs claim that ingesting PFAS-contaminated water has increased their risk of developing serious latent diseases. They also claim that the PFAS-contaminated water has caused a devaluation and a loss of enjoyment and use of their residential properties, and out-of-pocket costs for alternate water sources, water bottles, and/or filtration devices.

In 2018, the New Jersey Department of Environmental Protection ("NJDEP") established a Maximum Contaminant Level ("MCL") for PFNA of 13 parts per trillion, and required water utilities to begin testing for PFAS in their water beginning in the first quarter of 2019. The NJDEP has since established MCLs for other PFAS, including PFOA. From October 1, 2019 to March 31, 2020, the running annual average ("RAA") for PFNA in the quarterly samples taken from the National Park Water Department ("Treatment Plant") exceeded the MCL, resulting in violations of N.J.A.C. 7:10-5.5(2)a5. Other PFAS were also detected in

National Park's quarterly samples. The PFAS has since been eliminated from National Park's water system following National Park's installation of a Granular Activated Carbon ("GAC") system at the Treatment Plant.

Plaintiffs claim that PFAS in National Park's water system originated from an industrial facility located in West Deptford that Defendants owned and operated at different times between 1985 and the present ("West Deptford facility"). Defendants manufactured polyvinylidene fluoride ("PVDF") at the West Deptford facility, and as part of the manufacturing process, used a fluorosurfactant known as "Surflon®," which contained PFNA.² Plaintiffs allege that, as a result, PFNA and PFOA were discharged from the West Deptford facility, and eventually made their way into National Park's water system.

Defendants deny any liability or wrongdoing whatsoever regarding the operation of the West Deptford facility.

III. THE LITIGATION AND SETTLEMENT

² Specifically, Arkema's production of PVDF at the West Deptford facility commenced in August 1985. Neither Arkema nor Solvay manufactured Surflon® at the West Deptford facility, but rather purchased Surflon® for use in the manufacture of PVDF. Arkema (then known as Atochem North America, Inc.) sold the property and assets associated with the West Deptford facility to Ausimont U.S.A., Inc. n/k/a Solvay Specialty Polymers USA, LLC, with the sale being effective as of October 31, 1990. Following the sale of the West Deptford facility, Solvay continued to utilize Surflon® at the West Deptford facility from 1990 until 2010.

On June 5, 2020, Plaintiffs filed a Class Action Complaint and Demand for Jury Trial in the United States District Court for the District of New Jersey. (D.I. 1). An Amended Complaint was subsequently filed on June 9, 2020. (D.I. 6). The Amended Complaint generally alleges, among other things, that Defendants negligently or knowingly caused the discharge of PFNA and PFOA from the West Deptford facility into the municipal water supply of National Park. The Amended Complaint asserts counts for private and public nuisance, trespass, negligence, violations of New Jersey's Spill Act, and punitive damages.

On July 28, 2020, Defendants filed motions to dismiss the Amended Complaint. (D.I. 23-24). In an order from March 10, 2021, the Court granted Defendants' motions with respect to Plaintiffs' punitive damages claim as a separate cause of action, and denied the motions as to the remaining claims for nuisance, trespass, negligence, and violations of the Spill Act. (D.I. 71-72).

For nearly two years, the Parties exchanged significant discovery relating to Plaintiffs' claims, which comprised detailed written discovery as well as the production of nearly one million pages of responsive documents. Prior to the initiation of depositions, the Parties engaged in settlement discussions over the course of several months.

The Parties have conducted a significant examination and investigation of the facts and law relating to the matters in this Litigation. Plaintiffs and Defendants, through their respective counsel, engaged in significant efforts to reach a reasonable and fair compromise and settlement of this litigation, which included, among other things, mediation before Magistrate Judge Ann Marie Donio. Based upon their investigation and the voluminous discovery completed thus far, the Parties have concluded that the terms and conditions of the proposed settlement are fair, reasonable and adequate, and in the Parties' best interest, and have agreed to settle the claims raised in the Amended Complaint pursuant to the terms and provisions of the Settlement Agreement after considering: (i) the substantial benefits 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 the Settlement Agreement.

Under the Settlement Agreement, Defendants will pay a total settlement of \$1,367,975 to the Classes, consisting of a Biomonitoring Class Fund of \$784,380, a Property Class and Nuisance Class Fund of \$200,000, an administration fund of

\$100,000, Attorneys' fees of \$243,595, and class representative incentive awards of \$8,000 per Lead plaintiff (\$40,000 total). The Biomonitoring Class Fund will be used to pay for blood tests being offered to each Biomonitoring Class member, on a first-come, first-served basis. Based on current blood testing cost estimates (including costs for phlebotomists, analysis and mailing of results), the Biomonitoring Class Fund should pay for at least 2,100 individual blood tests, approximately 70% of the estimated size of the Biomonitoring Class. Class Counsel believes that this is an adequate number of blood tests to protect the interests the Biomonitoring Class based upon Class 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.).

The Property Class Funds will be divided among Property Class members, based on the total number of Parcels of residential property in National Park. The estimated per-property settlement payment for Property Class Members is \$100. The Nuisance Class Funds will be divided among Nuisance Class Members based on the sum of the total number of residential properties within National Park and total number of leaseholders in National Park as determined by received Claims Forms. The estimated settlement payment to Nuisance Class Members is \$100.

Property-owning Class Members are eligible to receive settlement payments from both the Property Class and Nuisance Class Funds.

The Settlement benefits to the Biomonitoring, Property, and Nuisance Class members are fair, reasonable and adequate given the uncertainties of litigation, including class certification, trial and appeals and the strength of Defendants' defenses. In addition to the Biomonitoring, Property, and Nuisance Class Funds, Defendants agreed to pay (i) the Court approved fee award to Class Counsel, up to \$243,595 and (ii) incentive payments of \$8,000 to each of the named Plaintiffs, and to fund the Administration Fund of \$100,000 such that none of these costs will reduce benefits to eligible members of the Settlement Classes.

The Declarations of Class Counsel submitted herewith further outline the nature of the case and proofs concerning Class Counsel's request for approval of the settlement's counsel fee aspect. Defendants agreed not to contest a counsel fee application of \$243,595 and Plaintiffs' counsel request that counsel fees be awarded as against the Defendants and to be paid by the Defendants in that sum. Class Counsel seek nothing beyond the agreed uncontested fee. Class Counsel's time spent on the case is far in excess of that amount. However, to consummate a settlement for the named Plaintiffs and all others similarly situated, Plaintiffs' counsel agreed to this fee limitation.

The Notice of Proposed Class Action Settlement ("Notice") and plan for distribution of the Notice were approved by the Court pursuant to the Court's February 28, 2024 Order granting preliminary approval and conditionally certifying the Class. The Court also appointed Postlethwaite & Netterville, APAC ("P&N") as the Class Administrator to handle the settlement process and distribute notice. P&N distributed Notice in compliance with the Court's Order. P&N Certification attached hereto as Exhibit 2. Defendants also provided notice to the appropriate federal officials and state officials pursuant to 28 U.S.C. § 1715.

In addition, on November 15, 2024, supplemental notice was provided to the ten (10) opt outs by first class mail pursuant to the Court's October 30, 2024 order to advise them of the revised terms of the proposed settlement, and to provide them an opportunity to opt back in to the settlement. See Exhibit 3.

As of the date of this filing, there have been 1,626 notices sent to all class members, supplemental notice and an opportunity to opt back into the Settlement was provided to each of the ten (10) opt outs, 199 valid supplemental claim forms submitted³, ten (10) valid opt outs, and four (4) objections. See

³ If after reading the mailed Claim Form all information was accurate, then the class member(s) had no affirmative obligation to do anything. They are automatically included in the Settlement. Only if there was information on the Claim Form that was incorrect or incomplete did they need to submit a Claim Form to the administrator.

Exhibit 2. In addition, no objections were submitted by the appropriate federal or state officials.

IV. ARGUMENT

A. The Proposed Settlement is Fair, Reasonable, and Adequate.

The Court may only approve a settlement of a class action if it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Courts apply the nine-factor test outlined in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975) to make this determination:

- (1) [T]he complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining the class action through the trial;
- (7) the ability of the defendants to withstand a greater judgment;
- (8) the range of reasonableness of the settlement fund in light of the best possible recovery;
- (9) the range of reasonableness of the settlement fund to a possible recovery in

light of all the attendant risks of
litigation.

Id.

Applying *Girsh* is not a mechanical exercise:

'These factors are a guide and the absence of one or more does not automatically render the settlement unfair' Rather, the Court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under *Girsh*. . . . In sum, the Court's assessment of whether the settlement is fair, adequate and reasonable is guided by the *Girsh* factors, but the Court is in no way limited to considering only those enumerated factors and is free to consider other relevant circumstances and facts involved in [the] settlement.

Plymouth Cnty. Contributory Ret. Sys. v. Hassan, 2012

U.S. Dist. LEXIS 26334 at *6 (D.N.J. Feb. 28, 2012) (internal citations omitted). Unpublished opinions attached hereto as Exhibit 4.

As set forth below, the totality of the *Girsh* factors favor final approval of this Settlement.

i. The First *Girsh* Factor: Complexity, Expense & Likely Duration of Litigation

This factor captures "the probable costs, in both time and money, of continued litigation." *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 812 (3d Cir. 1995) (internal quotation marks and citation omitted). The parties have participated in voluminous paper

discovery over a period of two years, amounting to the production of nearly one million pages of responsive documents. Proceeding with depositions of dozens of witnesses and engaging in complex expert discovery focusing on hydrogeology and toxicology will likely be both timely and costly given the complexity of the issues and areas of expertise. Finally, each party would likely, following a trial or dispositive motion, exhaust their appeal rights prior to the case being resolved, which would likely add at least several years to the litigation and would deprive Class members of any prospect of relief during that time.

Thus, the first *Girsh* factor favors approving this settlement.

ii. The Second *Girsh* Factor: The Reaction of the Class

This second factor "attempts to gauge whether members of the class support the settlement." *In re Lucent Techs., Inc., Sec. Litig.*, 307 F. Supp. 2d 633, 643 (D.N.J. 2004) (internal quotation marks and citation omitted). The Third Circuit explained: "[t]he vast disparity between the number of potential Class Members who received notice of the Settlement and the number of objectors creates a strong presumption that this factor weighs in favor of the Settlement." *In re Cendant Corp.*, 264 F.3d 2001, 235 (3d Cir. 2001). The Claims Administrator sent

1,621 notices of the Settlement to potential class members and received only ten (10) opt-outs and four (4) objections. Exhibit 2. As directed by the Court, notice and an opportunity to opt back into the Settlement was also provided to each of the ten (10) opt-outs. Notice was also provided by Defendants to the appropriate federal and state officials pursuant to 28 U.S.C. § 1715, who also did not submit any objections. Thus, this factor cuts strongly in favor of the Settlement.

iii. The Third Girsh Factor: The Stage of Proceedings

This factor "captures the degree of case development that Class Counsel have accomplished prior to settlement." *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). "Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Cendant Corp.*, 264 F.3d 201, 235 (quoting *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 813 (3d Cir. 1995)). "Generally, post-discovery settlements are viewed as more likely to reflect the true value of a claim as discovery allows both sides to gain an appreciation of the potential liability and the likelihood of success." *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 342 (E.D. Pa. 2007) (citing *Bell Atl. Corp. v.*

Bolger, 2 F.3d 1304, 1314 (3d Cir. 1993)).

This Settlement comes after extensive paper discovery, such that Class Counsel were able to gain an appreciation of the merits and risks of the case, and extensive formal negotiations, in which the Parties agreed to forego litigation promising years of discovery, motion practice, trial and appeals with no guarantee of Plaintiffs' success on the merits or the quantum of success. Therefore, this Settlement is the only sure way class members have to receive any economic benefit from this litigation. The Settlement likewise replaces marked uncertainty in the amount of any recovery with a fixed economic benefit to the class.

iv. The Fourth *Girsh* Factor: The Risks of Establishing Liability

A Court considers this factor to "examine what the potential rewards (or downside) of litigation might have been had Class Counsel decided to litigate the claims rather than settle them." *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 814 (3d Cir. 1995). Analyzing the risks of establishing liability enables the Court to "examine what the potential rewards (or downside) of litigation might have been had Class Counsel decided to litigate the claims rather than settle them." *In re Cendant Corp.*, 264 F.3d 201, 237 (quoting *In re General Motors Corp.*

Pick-Up Truck Fuel Tank Prods. Liability Litig., 55 F.3d 768, 814 (3d Cir. 1995)). "The inquiry requires a balancing of the likelihood of success if 'the case were taken to trial against the benefits of immediate settlement.'" *In re Safety Components Int'l, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 89 (D.N.J. 2001) (quoting *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998)).

Here, Plaintiffs acknowledge the risk of establishing causation given the current state of the science regarding the effects of PFNA and PFOA and other potential sources of PFAS chemicals that may have caused or contributed to the contamination of National Park municipal wells.

v. The Fifth Girsh Factor: The Risks of Establishing Damages

Like the fourth factor, "this inquiry attempts to measure the expected value of litigating the action rather than settling it at the current time." *In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liability Litig.*, 55 F.3d 768, 816 (3d Cir. 1995). Here, it is likely damages and causation would have been aggressively contested through discovery, motions to bar expert testimony for a want of sufficiency, and motions for summary judgment. This would create tremendous uncertainty as to what damage amount, if any, a jury would award. See *In re Cendant Corp. Litig.*, 264 F.3d 201, 239 (3d Cir. 2001)

("establishing damages at trial would lead to a 'battle of the experts,' with each side presenting its figure to the jury and with no guarantee whom the jury would believe"). Here, establishing damages and causation of those damages is difficult given the competing expert opinions that would likely result in this matter.

vi. The Sixth Girsh Factor: The Risks of Maintaining the Class Action Through Trial

Under *Federal Rule of Civil Procedure 23(a)*, a District court "may decertify or modify a class at any time during the litigation if it proves to be unmanageable, and proceeding to trial would always entail the risk, even if slight, of decertification." *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d at 262 (quoting *In re Prudential Ins. Co. of Am. Sales Practice Litig.*, 148 F.3d 283, 321 (3d Cir. 1998)). This factor also weighs in favor of settlement. While the Court has found that common questions of law and fact among the Class members predominate and has conditionally certified the Settlement Classes solely for the purpose of settlement, given the potential differences among the Settlement Class members as to exposure and predisposition to certain diseases, there still exists a risk of decertification if the case proceeded to trial.

vii. The Seventh Girsh Factor: The Ability of the Defendants to Withstand a Greater Judgment

This factor is concerned with whether Defendants could withstand a judgment for an amount significantly greater than the Settlement. *See In re Prudential*, 148 F.3d at 321-22 (finding no error in the district Court's analysis of this factor that considered whether the defendant could withstand a judgment for an amount greater than the proposed settlement); *GM Trucks*, 55 F.3d at 818 (same). Even if Defendants could afford to settle for an amount significantly greater than \$1,367,975, this fact provides no basis for rejecting an otherwise reasonable settlement. *Hegab v. Family Dollar Stores, Inc.*, 2015 U.S. Dist. LEXIS 28570 at *8 (D.N.J. Mar. 9, 2015). Exhibit 4. Thus, the Court may take satisfaction in the Settlement being fair, reasonable, and adequate, despite the possibility that Defendants could pay a greater sum. *See, e.g., In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d at 344 (finding the settlement figure fair, reasonable, and adequate despite defendants' ability to withstand greater judgment, in light of the substantial benefits provided to Class Members); *In re Cendant Corp. Sec. Litig.*, 109 F. Supp. 2d 235, 262-63 (D.N.J. 2000), *aff'd*, *In re Cendant Corp.*, 264 F.3d 201 (approving settlement despite lack of evidence of defendant's ability to withstand greater judgment); *Weiss v.*

Mercedes-Benz of N. Am., Inc., 899 F. Supp. 1297, 1302-03 (D.N.J. 1995) (concluding the settlement was fair, adequate, and reasonable despite finding defendant could withstand greater judgment). Although Defendants are both large companies, this should not impact a finding that the Settlement is fair, reasonable and adequate. Further, as discussed above, there are significant risks to establishing liability, causation and damages. See *Yong Soon Oh v. AT&T Corp.*, 225 F.R.D. 142, 150-51 (D.N.J. 2004) (finding the difficulties plaintiffs would have in certifying the class and proving damages at trial "diminish[es] the importance of this factor").

viii. The Final Girsh Factor: The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery & in Light of Litigation Risks

To satisfy these factors, the Court examines the subclasses approved. The types of relief are discussed above and set forth in more detail in the Settlement Agreement. If the case were to proceed to trial, Class Counsel acknowledges the uncertainty of any recovery on biomonitoring claims, nuisance claims, or property damage claims given the significant hurdles of proving causation and liability. That being said, assuming the case were resolved in Plaintiffs' favor at trial, Class Counsel believes the maximum recovery would be in the low four digits per household. The difference

between this and the benefits being offered by the Settlement is reasonable in light of the promptness of payment by settling today versus at some indefinite point, if at all, following further voluminous fact and expert discovery, summary judgment motions, trial and exhaustion of appeals. "The professional judgment of counsel involved in the litigation" is "entitled to significant weight." *Fisher Bros. v. Phelps Dodge Indus., Inc.*, 604 F. Supp. 446, 452 (E.D. Pa. 1985). Counsel are not held to "an impossible standard, as a settlement is virtually always a compromise, a yielding of the highest hopes on exchange for certainty and resolution." *In re Ikon Office Solutions, Inc. Sec Litig.*, 194 F.R.D. 166, 179 (E.D. Pa. 2000).

Furthermore, the Settlement closely tracks a previously approved class action settlement against the same Defendants involving allegations of contamination in a neighboring town. See *Thomas, et al. v. Solvay, et al.*, Civ. Case No. 1:14-cv-1870 (D.N.J).

In sum, the *Girsh* factors all weigh strongly in favor of final approval.

ix. The Prudential Factors Also Support Approval of This Settlement

In addition to the *Girsh* factors, the Third Circuit has held that the District Court should also consider the *Prudential*

factors outlined in *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283 (3d Cir. 1998):

- (1) The maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages;
- (2) The existence and probable outcome by other classes and subclasses;
- (3) The comparison between the results achieved by the settlement for individual class or subclass members and the results achieved - or likely to be achieved - for other claimants;
- (4) Whether class or subclass members are accorded the right to opt-out of the settlement;
- (5) Whether any provisions for attorneys' fees are reasonable; and
- (6) Whether the procedure for processing individual claims under the settlement is fair and reasonable.

In re Pet Food Products Liab. Litig. 629 F.3d 333, 350 (3d Cir. 2010) (citing *Prudential*, 148 F.3d at 323).

Like the *Girsh* factors, the *Prudential* factors also support final approval of the Settlement:

- (1) The issues in this case have reached full maturity. The issues in the case were primarily legal in nature. Extensive discovery has been conducted and the

disputed issues regarding source and causation have been identified. Although there have not been any *Daubert* challenges or summary judgments yet, the parties' negotiations reflected the legal risks on both sides.

- (2) There exists no other class action litigation putting forth the claims that are in this case, and another is not probable given the scope of the Settlement Classes.
- (3) Given the risks of establishing liability, causation, and damages, as discussed above in the context of the *Girsh* factors, the results achieved by the Settlement are in line with the results likely to be achieved by other claimants. It is also in line with the results achieved in the similar Paulsboro class action settlement. See *Thomas, et al. v. Solvay, et al.*, Civ. Case No. 1:14-cv-1870 (D.N.J).
- (4) All Class members were accorded the right to opt out of the Settlement.
- (5) The attorney's fees are reasonable in view of the result achieved in the face of the defenses and factual position put forth by the defense and the hours expended by counsel are in excess of those that are being claimed and agreed upon. The attorney's fees are to be paid by Defendants and no claimant is paying any claim for attorney's fees from their settlement proceeds.
- (6) The procedure for processing individual claims is fair and reasonable in that Property and Nuisance Class Members will receive direct payment without the need for any claims process, although one is permitted to address additional claimants. Similarly, Biomonitoring Class Members do not need to submit a claim in order to receive a blood test, although they are

allowed to if additional claimants need to be added.

Upon consideration of both the *Girsh* and *Prudential* factors, the Settlement meets the standard for final approval.

x. The Presumption of Fairness Should be Applied to This Settlement

Finally, District Courts apply an "initial presumption of fairness" to a settlement if they find:

- (1) the settlement negotiations occurred at arms' length;
- (2) there was sufficient discovery;
- (3) the proponents of the settlement are experienced in similar litigation; and
- (4) only a small fraction of the class objected.

In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 535 (3d Cir. 2004) (internal quotations omitted).

Here, it is undeniable that the Settlement was the result of arm's length negotiations conducted by experienced counsel for all parties. The settlement was negotiated on behalf of Plaintiffs and the Classes by attorneys who have been vigorously prosecuting this case for years. The Settlement was negotiated at arms-length between capable and experienced counsel, and both sides engaged in substantial litigation and discovery. The Settlement is the product of an arms-length negotiation between resourceful adversaries and is based upon sufficient

investigation, discovery and pre-trial litigation to assure that no collusion is present.

Second, the Parties exchanged extensive and voluminous discovery regarding, *inter alia*, the alleged discharge of PFAS from the West Deptford facility, sampling and testing of the municipal water supply, and blood testing of certain Plaintiffs.

Third, all counsel in this case, for Plaintiffs and Defendants, are experienced in class action litigation. Finally, although every class member was permitted the option to object, the only objections to the Settlement were submitted by four individuals, all represented by one attorney. Thus, the Settlement is entitled to an initial presumption of fairness.

In weighing the *Girsh* and *Prudential* factors, and considering the initial presumption of fairness, the Court should find that the Settlement is fair, reasonable and adequate.

B. The Proposed Plan of Allocation Has a Reasonable and Rational Basis and is Fair, Reasonable, and Adequate.

This Court has explained that “[t]he approval of a plan of allocation of a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the distribution plan must be fair, reasonable and adequate.” *Schering-Plough ERISA*, 2012 WL 1964451, at *2 (internal quotations and citation omitted). Exhibit 4. See

also *Walsh v. Great Atl. & Pac. Tea Co. Inc.*, 726 F.2d 956, 964 (3d Cir. 1983) (“The [C]ourt’s principal obligation is simply to ensure that the fund distribution is fair and reasonable as to all participants in the [F]und”); *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. 92, 105 (D.N.J. 2012) (stating the standard for approval of a plan of allocation).. To meet this standard, “[a]n allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.” *In re WorldCom, Inc. Sec. Litig.*, 388 F. Supp. 2d 319, 344 (S.D.N.Y. 2005) (quoting *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 367 (S.D.N.Y. 2002)).

Further, “[a] plan of allocation that reimburses class members based on the type and extent of their injuries is generally reasonable.” *In re Lucent Techs. Inc., Sec. Litig.*, 307 F. Supp. 2d 633, 649 (D.N.J. 2004).

Biomonitoring Class Members who did not opt out are eligible for a single blood test to determine the levels, if any, of PFAS in their blood, to be paid for by the Biomonitoring Class Fund, on a first-come, first-served basis. The Biomonitoring Class Fund is capable of paying for an estimated 2,100 blood tests, or approximately 70% of the estimated number of Biomonitoring Class Members. Class Counsel believes that this number is adequate to cover blood testing for all of the Biomonitoring Class Members who will request a

blood test.

All Property and Nuisance Class members who did not opt out will automatically receive a Settlement payment 45 business days after the Effective Date. The estimated payment to Property Class Members and Nuisance Class Members is \$100 each. Given the uncertainties of litigation and risks in establishing liability and damages on alleged biomonitoring, nuisance and property damage claims, the Settlement benefits to all Settlement Classes are fair, reasonable and adequate. Accordingly, the Plan of Allocation has a reasonable and rational basis and is fair and equitable to Class Members and should be approved.

C. The Notice to the Class Satisfied Both the Preliminary Approval Order and Applicable Law.

Under constitutional jurisprudence, for a class action settlement to be binding on absent class members, individual notice must be given to all class members identifiable through reasonable effort. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811-12, 105 S. Ct. 2965, 2974 (1985) (holding that a state Court can exercise personal jurisdiction over and bind absent class members if proper notice and the right to object or opt-out is given).

Here, pursuant to the Court-approved notice procedure, Notice was provided to all class members who could be identified through reasonable efforts, including identification

through tax assessment records made publicly available by Gloucester County, New Jersey and through data obtained through CoreLogic, a data and analytics leader within the housing and insurance industries. Further, a press release was issued, and notice was published in the South Jersey Times for Gloucester County. Any Notices returned as undeliverable were re-sent to the forwarding address supplied by the Post Office. The Class Administrator also posted all Settlement-related information on the Settlement website. P&N Cert, Exhibit 2.

The Court preliminarily approved the form and content of the notices. The form of notice is generally committed to the Court's discretion. *Zimmer Paper Products, Inc. v. Berger & Montague*, 758 F.2d 86, 90 (3d Cir. 1985); *In re: Prudential Company of America Sales Practices Litigation*, 962 F. Supp. 450, 527 (D.N.J. 1997). Notice of a proposed settlement should provide sufficient basic information for the recipient to understand the nature of the claims asserted and the proposed settlement; that their rights may be affected; that they have the right to exclude themselves from or object to the settlement; the date, time and manner for doing so; and the date, time and place for both the Friendly Hearing and the Fairness Hearing. *In re: Prudential Insurance Company of American Sales Practices Litigation*, 962 F. Supp. at 527 (and

cases cited therein). In other words, the notice should give class members enough information to make an informed choice.

Here, the Notice contained all the requisite information - it includes a summary description of the nature of the case and the claims which have been asserted; it specifically highlights that minors are included as members of the Biomonitoring Class; it includes a summary of the terms of the settlement and proof of claim process; it explains how to file an exclusion or objection and the deadline for doing so; it advises the recipient of the date, time and place of the Fairness Hearing and their right to be heard; it contains information on how to review the Court file or contact the Class Administrator, Class Counsel or defense counsel; it directs the recipient to the Court file for additional information; and it contains an easy-to-read summary of important dates.

As these cases require, the Class received notice of the Settlement and Plan of Allocation, as well as the rights of Class Members, and the method and dates by which they may object or opt-out to the Settlement and proposed Plan. Additionally, the Class was advised of the date of the Friendly Hearing at which time the Court heard the findings and conclusions of the Guardian Ad Litem. The Class also has been notified as to the date and time of the Fairness Hearing, at

which objecting Class Members will have an opportunity to be heard with respect to any objection raised.

Finally, supplemental notice was provided to the class members that opted out of the settlement after terms of the settlement as it relates to future personal injury claims was amended to provide them an opportunity to opt back in. This supplemental notice was sent out by first class mail to all ten (10) individuals. See Exhibit 3.

D. The Court Should Approve Class Counsels' Request for Attorneys' Fees and Costs.

Fed. R. Civ. P. 23(h) provides that "[i]n a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." The awarding of fees is within the discretion of the Court, so long as the Court employs the proper legal standards, follows the proper procedures, and makes findings of fact that are not clearly erroneous. *In re Cendant Coro. PRIDES Litig.*, 243 F.3d 722, 727 (3d Cir. 2001). Notwithstanding this deferential standard, a District court must clearly articulate the reasons that support its fee determination. *Reibstein v. Rite Aid Corp.*, 761 F. Supp. 2d 241, 259 (E.D. Pa. 2011); *In re Rite Aid*, 396 F.3d at 301. "In a class action settlement, the court must thoroughly analyze an application for attorneys' fees, even where the parties have

consented to the fee award." *Varacallo v. Mass. Mutual Life Ins. Co.*, 226 F.R.D. 207, 248 (D.N.J. 2005).

The Third Circuit established two methods for evaluating the award of attorneys' fees: (1) the lodestar approach, and (2) the percentage of the recovery approach. *GM Truck Prods.*, 55 F.3d at 820-21; see *Prudential*, 148 F.3d at 333. The Third Circuit emphasized that "[t]he percentage of recovery method is generally favored in common fund cases because it allows courts to award fees from the fund 'in a manner that rewards counsel for success and penalizes it for failure.'" *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (quoting *Prudential*, 148 F.3d at 333). Factors a district court should consider when evaluating attorneys' fees include the size of the fund created and the number of persons benefitted, objections by class members, counsel's skill and efficiency, the complexity and duration of the litigation, the risk of nonpayment and the amount of time counsel spent on the case and awards in similar cases. *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n. 1 (3d Cir. 2000). District courts should "cross-check" a percentage-of-recovery award by looking at the lodestar amount. *In re Rite Aid*, 396 F.3d at 300.

i. The Size of the Fund Created and the Number of Persons Benefitted.

Here, the Settlement Agreement creates common fund of

\$1,367,975 and Class Counsel will receive \$243,595 in fees. There are approximately 3,000 eligible Class Members based on the most recent census data, which comprise of property owners and/or residents of approximately 1,000 parcels of residential property in National Park. Given the minimum possible total settlement value, as well as the number of Class Members entitled to benefits and the gross amount per person, this factor weighs in favor of approval. See *Boeing Co. v. Van Gemert*, 444 U.S. 472, 480, 100 S. Ct. 745, 62 L. Ed. 2d 676 (1980) (the right of class members "to share the harvest of the lawsuit upon proof of their identity . . . is a benefit in the fund created by the efforts of the class representative and their counsel").

ii. Presence or Absence of Substantial Objections by Members of the Class to Settlement Terms and/or Fees Requested by Counsel

The low number of objections by settlement Class Members to the fees requested by Class Counsel strongly supports approval. As noted above, notice was sent directly to over 1,621 addresses of potential Class Members and only ten (10) potential Class Members have opted out of the Settlement and only four (4) have objected. See *Varacallo v. Mass. Mutual Life Ins. Co.*, 226 F.R.D. 207, 237-38 (D.N.J. 2005) (finding exclusion and objection requests of .06% and .003%,

respectively, "extremely low" and indicative of class approval of the settlement). As such, this factor weighs in favor of approval. See *In re Lucent Techs., Inc., Sec. Litig.*, 327 F. Supp. 2d 426, 435 (D.N.J. 2004) (finding that this factor weighed in favor of approval where only nine of nearly three million potential Class Members objected to the fee application).

iii. Skill and Efficiency of Attorneys

As recited in the certifications of Plaintiffs' counsel submitted herewith, all of those counsel have prior experience litigating class actions and qualified as Class Counsel in other matters. Class Counsel obtained substantial benefits for the Class Members - despite vigorous defense by Defendants' counsel - a consideration that further evidences Class Counsels' competence. Thus, this factor also weighs in favor of approval of the fee award.

iv. The Complexity and Duration of the Litigation

As explained in the discussion of the Girsh factors, this case has been litigated for nearly four years and involves uncertain legal issues. The parties reached the Settlement Agreement after extensive discovery and arm's-length settlement negotiations. The litigation commenced on June 5, 2020 and was the subject of two motions to dismiss the

complaint pursuant to Fed. R. Civ. P. 12(b)(6) to which full briefing was complete. Judge Hillman denied those motions as to Plaintiffs' claims for nuisance, trespass, negligence, and violations of the Spill Act (D.I. 71-72), and years of complicated discovery ensued resulting in the production of nearly one million pages of documents. The complexity of the litigation is apparent from the arguments made in the motion to dismiss briefing completed, as well as in the nature and extent of discovery completed thus far. Thus, this factor weighs in favor of approval.

v. The Risk of Non-Payment

Class Counsel undertook this action on a contingent fee basis, assuming a substantial risk that they might not be compensated for their efforts. But for risking many billable hours on this case - instead of redirecting that effort elsewhere on the many other files they were handling contemporaneously - Class Counsel hoped that their efforts would not be in vain. If this Settlement is not approved, those counsel shall go uncompensated for their efforts. Courts recognize the risk of non-payment as a major factor in considering an award of attorney fees. See *In re Prudential-Bache Energy Income P'ships Sec. Litig.*, 1994 U.S. Dist. LEXIS 6621, at *16 (E.D. La. May 18, 1994) ("Counsel's contingent fee risk is an important factor in determining the fee award.

Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable."). This Court observed that "Courts recognize the risk of non-payment as a major factor in considering an award of attorney fees." *In re Ins. Brokerage Antitrust Litig.*, 282 F.R.D. at 122 (citations omitted). Class Counsel invested substantial effort and resources to obtain this favorable settlement. Accordingly, this factor weighs in favor of approval.

vi. The Amount of Time Devoted to the Litigation

Class Counsel report over 765.7 hours of contingent work on this case for the past four years. Based on the amount of time expended on this matter, this factor weighs in favor of approval. See Friedman Certification, Barry Certification, & Williams Certification.

vii. Awards in Similar Cases

The Court must also take into consideration amounts awarded in similar actions when approving attorney fees. Specifically, the Court must: (1) compare the actual award requested to other awards in comparable settlements; and (2) ensure that the award is consistent with what an attorney would have received if the fee were negotiated on the open market. *See e.g., In re Remeron Direct Purchaser Antitrust Litig.*, 2005 U.S. Dist. LEXIS 27013, *42-46 (D.N.J. Nov. 9, 2005). Exhibit

4.

A review of similar cases demonstrates that the fee request presently before the court is reasonable. *See, e.g., Henderson*, 2013 U.S. Dist. LEXIS 46291, at *40-58 (finding \$3,000,000 in attorneys' fees was fair and reasonable where class action settlement provided warranty extensions and reimbursements to Class Members in connection with alleged defects in automobiles' transmission systems); *McGee v. Continental N. Am.*, No. 06-6234 (GEB), 2009 U.S. Dist. LEXIS 17199 (D.N.J. Mar. 4, 2009) (concluding \$2,274,983.70 in fees and expenses representing a lodestar multiplier of 2.6 was appropriate in a consumer class action); *O'Keefe v. Mercedes-Benz USA, LLC*, 214 F.R.D. at 304 (stating \$4,896,783.00 in fees was justified in class action involving allegedly defectively designed rear lift-gate latch); *Rowe v. E.I. Dupont De Nemours and Co.*, No. 1:2006cv01810 (D.N.J. 2011) (in which the court approved a settlement awarding \$2,766,390 in legal fees and \$886,224.27 in expenses).

In addition, in the similar Paulsboro Class Action settlement approved by this Court involving the same Defendants and similar claims, the Court awarded a fee of \$800,000. *See Thomas, et al. v. Solvay, et al.*, Civ. Case No. 1:14-cv-1870 (D.N.J). The awards in those cases compare favorably to the lesser award of fees and costs sought here. Therefore, approval

of the award of fees and costs component of the settlement is warranted.

The second part of this analysis addresses whether the requested fee is consistent with a privately negotiated contingent fee in the marketplace. "The percentage-of-the-fund method of awarding attorneys' fees in class actions should approximate the fee [that] would be negotiated if the lawyer were offering his or her services in the private marketplace." *In re Remeron Direct Purchaser Antitrust Litig.*, 2005 U.S. Dist. LEXIS 27013, 4 5. Exhibit 4. "The object . . . is to give the lawyer what he would have gotten in the way of a fee in an arm's-length negotiation, had one been feasible." *In re Cont'l Ill. Sec. Litig.*, 962 F.2d 566, 572 (7th Cir. 1992); see also *In re Synthroid Mktg. Litig.*, 264 F.3d 712, 718 (7th Cir. 2001) ("[W]hen deciding on appropriate fee levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time."). To determine the market price for an attorney's services, the Court should look to evidence of negotiated fee arrangements in comparable litigation. *In re Cont'l Ill. Sec. Litig.*, 962 F.2d at 573 (stating that the judge must try to simulate the market "by obtaining evidence about the terms of retention in similar suits, suits that only differ because,

since they are not class actions, the market fixes the terms"). As explained more fully above, Class Counsel used standard hourly rates to calculate the lodestar amount. These hourly billable rates are consistent with hourly rates routinely approved by this Court in complex class action litigation. See *In re Merck & Co.*, 2010 U.S. Dist. LEXIS 12344 at *45; *McGee*, 2009 U.S. Dist. LEXIS 17199 at *50.

In sum, for all the reasons stated above, the Court should conclude that the requested fee by Class Counsel is fair and reasonable under the lodestar method and approve Class Counsel's application for attorney fees of \$243,595.00

viii. Lodestar Analysis

At the dawn of the class action era, the most frequently used device to calculate attorneys' fees was the lodestar method, which was developed by this Court in *Lindy Brothers Builders, Inc. of Philadelphia v. American Radiator & Standard Sanitary Corp.*, 487 F.2d 161 (3d Cir. 1973). Under that method, the Court assesses the number of hours that lead counsel reasonably worked, decides the reasonable hourly rate for the lawyers' services, and determines counsel's fee by multiplying the number of hours reasonably worked by the reasonable hourly rate. The Supreme Court developed an elaborate jurisprudence covering the proper application of the lodestar method, which remains the governing approach for cases governed by fee-

shifting statutes. See, e.g., *Hensley v. Eckerhart*, 461 U.S. 424, 76 L. Ed. 2d 40, 103 S. Ct. 1933 (1983); *Blum v. Stenson*, 465 U.S. 886, 79 L. Ed. 2d 891, 104 S. Ct. 1541 (1984); *Webb v. Board of Educ. of Dyer County*, 471 U.S. 234, 85 L. Ed. 2d 233, 105 S. Ct. 1923 (1985); *City of Riverside v. Rivera*, 477 U.S. 561, 91 L. Ed. 2d 466, 106 S. Ct. 2686 (1986); *Pennsylvania v. Delaware Valley Citizens' Counsel for Clean Air*, 483 U.S. 711, 97 L. Ed. 2d 585, 107 S. Ct. 3078 (1987); *Blanchard v. Bergeron*, 489 U.S. 87, 103 L. Ed. 2d 67, 109 S. Ct. 939 (1989); *Farrar v. Hobby*, 506 U.S. 103, 121 L. Ed. 2d 494, 113 S. Ct. 566 (1992).

Under New Jersey law, the New Jersey Supreme Court continues to follow the enhancement of the lodestar method. *Walker v. Giuffre*, 35 A.3d 1177, 209 N.J. 124 (2012). "The framework we devised for calculating an award of fees pursuant to state statutory fee-shifting provisions is well-established, but the issues before us in these appeals require us to briefly reiterate that framework and, in particular, to explain the role that the contingency enhancement was intended to play. Making an award of attorneys' fees in the context of the LAD and similar state statutes begins with determining the lodestar, a calculation that we described as "the most significant element in the award of a reasonable fee." *Rendine v. Pantzer*, 141 N.J. 292, 334-335 (1995). Although the lodestar is essentially derived by multiplying the number of

hours reasonably expended on the litigation by a reasonable hourly rate, *ibid.*, our opinion in *Rendine* included specific guidance, consistent with the requirements of *RPC 1.5(a)*, that informs both aspects of the lodestar equation. " *Id* at 131.

The first step in calculating the lodestar amount is determining the appropriate hourly rate, based on the attorneys' usual billing rate and the "prevailing market rates" in the relevant community. See *In re Schering-Plough/Merck Merger Litig.*, 2010 U.S. Dist. LEXIS 29121, at *54 (citations omitted). The second step is to assess if the billable time was reasonably expended. *Id.* "Time expended is considered 'reasonable' if the work performed was 'useful and of a type ordinarily necessary to secure the final result obtained from the litigation.'" 2010 U.S. Dist. LEXIS 29121, at *54-55 (quoting *Public Interest Research Group of N.J., Inc, v. Windall*. 51 F.3d 1179, 1188 (3d Cir. 1995)).

Here, Class Counsel were able to effect a total benefit for class members in the settlement. Class Counsel seeks a fee of \$243,595 inclusive of costs of suit. During the course of the litigation a total of over 765.7 hours were spent on the case. Class Counsel's billable hours are broken down as follows:

Shauna L. Friedman - 398.4 Hours
Oliver T. Barry - 30.3 Hours
Gerald J. Williams - 60 Hours

Alan H. Sklarsky - 277 Hours

The settlement of \$243,595 represents an hourly fee of only \$357.75.

First, Courts routinely find in complex class action cases that a lodestar multiplier between one and four is fair and reasonable. See *Boone v. City of Phila.*, 668 F. Supp. 2d 693, 714 (E.D. Pa. 2009). The Third Circuit "approved a multiple of 2.99 in a relatively simple case." *In re Cendant Corp. Prides Litig.*, 243 F.3d at 742). See also *Henderson*, 2013 U.S. Dist. LEXIS 46291, at *48-55 (approving lodestar multiplier of 1.13 for fees and 1.09 for fees and expenses because these multipliers are "within the range found to be to be acceptable by the Third Circuit and this Court") (citations omitted); *In re Schering-Plough Corp. Enhance ERISA Litig.*, No. 08- 1432 (DMC) (JAD), 2012 U.S. Dist. LEXIS 75213, at *22 (D.N.J. May 31, 2012) (stating that a multiplier of 1.6 "is an amount commonly approved by courts of this Circuit"); *McCoy v. Health Net. Inc.*, 569 F. Supp. 2d 448, 479 (D.N.J. 2008) (finding a lodestar multiplier of approximately 2.3 to be reasonable). Given this general framework, the lodestar multipliers of approximately one with fees and expenses is reasonable and appropriate.

ix. Legal Expenses

Class Counsel also seek reimbursement of \$35,417.96 in litigation expenses to be paid from the \$243,595 attorney fee

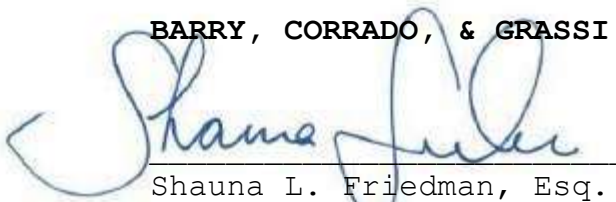
and expense award. "Counsel for a class action is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action." *In re Safety Components Int'l, Inc.*, 166 F. Supp. 2d at 108 (citing *Abrams v. Lightolier Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995)). These expenses reflect costs expended for the purposes of litigating this action, including costs associated with filing fees, and expert and consultant fees. These expenses were adequately documented and reasonably and appropriately incurred in the litigation of the case. See Certifications of Class Counsel submitted herewith.

V. CONCLUSION

Class counsel respectfully submit that this Court should grant this motion finding that the Settlement is fair, reasonable and adequate and that the Parties are entitled to final approval of the Settlement and further, that counsel fees and costs should be awarded to Class Counsel as aforesaid to be paid by Defendants.

Dated: November 18, 2024

BARRY, CORRADO, & GRASSI, PC



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(P) (609) 729-1333
sfriedman@capelegal.com
Attorney for Plaintiffs

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 FINAL APPROVAL OF CLASS CERTIFICATION AND SETTLEMENT

I, Shauna L. Friedman, Esq., hereby certifies 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 the Motion for Final Approval of the Class Certification and Settlement.

SUMMARY OF PRELIMINARY APPROVAL OF CLASS CERTIFICATION AND SETTLEMENT, OPT-OUTS, & OBJECTORS

5. On February 28, 2024, an Order was entered preliminarily approving this class action settlement. In that Order, the Court also approved the certification of three (3) Classes for settlement purposes only (the "Settlement Classes"); appointed Class Counsel; approved the form, content and manner of issuing notice of the proposed settlement; set a

bar date for the exclusions from the Settlement Classes and objections to the proposed Settlement; and scheduled a fairness hearing.

6. Notice was sent to all class members, publication was made in the South Jersey Times for Gloucester County, and a joint press release was circulated all in accordance with the February 28, 2024 Order. P&N Cert attached hereto as Exhibit 2.
7. As of the date of this filing, there have been ten (10) opt outs received and four (4) objections to this Settlement. Exhibit 2.
8. On September 16, 2024, a Friendly Hearing was held where the settlement as proposed was denied on behalf of the minors, and the parties were given the opportunity to amend the terms of the proposed settlement as it relates to class members' future personal injury claims. Order dated September 16, 2024 attached hereto as Exhibit 5.
9. On October 29, 2024, the parties appeared for a status conference where the parties presented amended terms as it relates to class members' future personal injury claims.
10. On October 30, 2024, the Court entered an Order directing the parties to file the within renewed motion for final approval incorporating those amended terms by November 18, 2024, and ordering that supplemental notice be sent with those amended provisions to the ten (10) class members who opted out of the settlement.
11. A fairness hearing is now set for December 17, 2024.
12. The dedicated website was updated to provide the new date of the Fairness Hearing, and to provide a copy of the amended Stipulation of Settlement.
13. On November 15, 2024, supplemental notice was sent by first class mail to the ten (10) class members who opted out of the settlement to provide them an opportunity to opt back into the settlement given the revised terms of the proposed settlement agreement. See Exhibit 3.

QUALIFICATIONS FOR CLASS COUNSEL APPOINTMENT

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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].
20. After becoming an attorney, I continued to work on the mass action lawsuit, and brought those cases to successful and final resolution.
21. 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.).
22. I have handled and settled multiple high-profile personal injury cases, including hundreds of cases involving victims of institutional child sexual abuse.

23. 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].

24. I have been preliminarily appointed as class counsel by the Cape May County Superior Court of New Jersey in a class action matter involving the New Jersey Identity Theft Protection Act, which is pending final approval. [Moon, et al. v. North Wildwood, et al., CMP-L-443-22].

25. I have never been the subject of any disciplinary action.

26. I am fully familiar with the factual allegations, legal theories, and scope of the proposed class, and am committed to prosecuting the within matter.

ATTORNEYS' FEES & EXPENSES

27. During the course of this litigation, I have incurred 398.4 hours while working at Barry, Corrado & Grassi, and additional time while working at Williams Cedar⁴, not including preparation and appearance at the Friendly Hearing or Final Approval Hearing. SLF hours expended attached hereto as Exhibit 6.

28. During the course of this litigation, both Williams Cedar, and Barry, Corrado & Grassi have incurred \$35,417.96 in expenses, summarized as follows:

| | |
|----------------------------|-------------|
| Filing Fee | \$ 450.00 |
| Expert Fees | \$12,177.00 |
| Serum Testing | \$ 1,593.12 |
| Discovery Storage Database | \$21,197.84 |

29. I charge an hourly rate of \$650 per hour, and have been approved by the Superior Court of Hunterdon County at this rate [HNT-359-17] and by the Superior Court of Mercer County at this rate [MER-L-104-23].

⁴ I switched firms on March 27, 2023. Prior to March 27, 2023, all hours were incurred at Williams Cedar; after March 27, 2023, all hours were incurred at Barry, Corrado & Grassi. Hours worked at Williams Cedar are reflected on the Certification of Gerald J. Williams.

30. An hourly fee calculation results in a total of \$177,190 for my time alone spent on this matter at Barry, Corrado & Grassi.

31. Accordingly, I respectfully request that this Court grant final certification and 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.

BARRY, CORRADO & GRASSI, PC

Dated: November 18, 2024

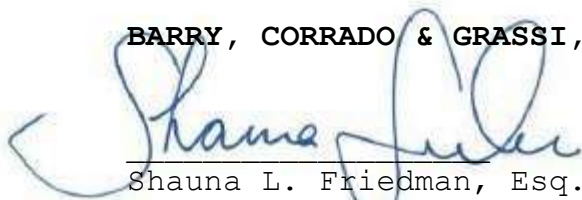

Shauna L. Friedman, Esq.
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Wildwood, NJ 08260
(609) 729-1333
Sfriedman@capelegal.com
Attorney for Plaintiffs

EXHIBIT A

| Exclusions | | | | |
|-------------------|-------------------|------------------|--------------|----------------------|
| Severa v. Solvay | | | | |
| Count | First Name | Last Name | State | Postmark Date |
| 1 | Veronica | Montgomery | NJ | May 8, 2024 |
| 2 | William | Epting | NJ | May 8, 2024 |
| 3 | Agnes | Epting | NJ | May 8, 2024 |
| 4 | Patricia | Malerba | NJ | May 12, 2024 |
| 5 | Sandra | Podolak | NJ | May 23, 2024 |
| 6 | Glenn | Podolak | NJ | May 23, 2024 |
| 7 | Z. (a minor) | Podolak | NJ | May 23, 2024 |
| 8 | Susan | Hinkson | NJ | May 24, 2024 |
| 9 | Albert | Hinkson | NJ | May 24, 2024 |
| 10 | Brandon | Riggio | NJ | May 28, 2024 |

EXHIBIT 1

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**STIPULATION AND AGREEMENT
OF SETTLEMENT**

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

WHEREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTAIN DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

q. “Person” means a natural person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOPE AND EFFECT OF SETTLEMENT

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

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

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

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

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

THE SETTLEMENT CONSIDERATION

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

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

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

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

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

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

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

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

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

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

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

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

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

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

ADMINISTRATION OF SETTLEMENT

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

ATTORNEYS' FEES AND EXPENSES

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

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

CLASS CERTIFICATION FOR SETTLEMENT PURPOSES

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

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

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

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

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

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

APPLICATION FOR ORDER FOR NOTICE AND HEARING

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

APPLICATION FOR ORDER AND FINAL JUDGMENT

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

APPLICATION FOR APPROVAL OF SETTLEMENT AS TO MINORS

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

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

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

EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION

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

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

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

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

NO ADMISSION OF WRONGDOING

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

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

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

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

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

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

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

NON-DISPARAGEMENT

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

NON-SOLICITATION

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

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

DESTRUCTION OF DOCUMENTS

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

REPRESENTATIONS & WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With respect to Lead Plaintiffs:

Alan Sklarsky, Esq.
Williams Cedar, LLC
8 Kings Highway North, Suite B
Haddonfield, NJ 08033
asklarsky@williamscedar.com

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

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

Crystal Parker, Esq.
Theodore V. Wells, Jr., Esq.
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With respect to Arkema Inc.:

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

DATED: January 29, 2024

Class Counsel:

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

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EXHIBIT 2

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

Case No. 1:20-cv-06906

**UPDATED DECLARATION OF
BRADLEY D. MADDEN REGARDING
NOTICE AND CLAIMS
ADMINISTRATION**

I, Bradley D. Madden, hereby declare as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for Postlethwaite & Netterville, APAC (“P&N”)¹. P&N was retained as the Claims Administrator in this case, and, as the Project Manager, I am personally familiar with the facts set forth in this declaration. If called as a witness, I could and would competently testify to the matters stated herein.
2. ***The Capacity and Basis of this Declaration.*** I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding (the “Parties”), and information provided by my colleagues at P&N and our partners.

II. BACKGROUND

3. ***Preliminary Approval.*** On February 28, 2024, the Court entered its order preliminarily

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. P&N’s obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Groups, LLC’s or EAG Gulf Coast, LLC’s subsidiaries or affiliates.

approving the Settlement Agreement and the appointment of P&N as Claims Administrator. After the Court's preliminary approval of the Settlement, P&N began to implement and coordinate the Notice program.

4. ***The Purpose of this Declaration.*** I submit this Declaration to evidence P&N's compliance with the terms of the Preliminary Approval Order and detail P&N's execution of its role as the Claims Administrator.

III. CLASS NOTICE PROGRAM EXECUTION

5. ***Notice Database.*** P&N maintains a database of 1,626 addresses of potential Settlement Class Members ("Class Notice List") associated with 1,081 unique residential properties located within National Park, New Jersey. This Class Notice List was created from the property tax assessment records publicly available through the Assessment Records Search of the New Jersey County Boards of Taxation, limited to the County of Gloucester, District of National Park. The records obtained included all residential properties in National Park, New Jersey and indicated present and past owners for five (5) years. For prior owners, P&N completed a skip-trace using both National Change of Address (NCOA) and LexisNexis third party vendor database searches to identify the most current address, updating the Class Notice List accordingly to reflect the address changes. Where the current owner's mailing address did not correspond to the property address, notice was sent to both the non-resident current owner as well as to the current resident non-owner (presumed to be a lessee) of the property, addressed as "Class Member."
6. ***Mail Notice.*** P&N coordinated and caused the mailing of the Notice Packet to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Notice Packet included the Long Form Notice, a Claim Form, and a pre-paid return envelope. The Notice Packet included the web address to the case website for access to additional information, rights, and options as a Class Member and the dates by which to act on those options, the date and location of the Final Approval Hearing, and the return address of the P.O. Box maintained for the purpose of receiving

undeliverable Notices in connection with this Settlement. The Notice Period commenced on March 28, 2024, with the mailing of the Notice Packets and concluded after 60 days with the claim deadline on May 27, 2024. A true and correct copy of the Notice Packet is attached hereto as **Exhibit A**.

7. **Mail Notice Delivery.** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. P&N executed Notice Packet mailings to 1,626 addresses of potential Settlement Class Members. P&N also executed supplemental mailings to 35 Settlement Class Members whose initial Notice Packets were returned by the USPS within thirty (30) days of being mailed because the address of the recipient was no longer valid and for whom we were able to obtain an alternative mailing address via skip trace searches using the LexisNexis third party vendor database.
8. **Press Release.** On March 29, 2024, P&N distributed a press release across PR Newswire’s New Jersey newswire. A copy of the press release and visibility report are attached as **Exhibit B**.
9. **Newspaper Notice.** P&N caused the Legal Notice, as approved by the Court, to be published in the South Jersey Times. The Legal Notice appeared in the April 2, 2024, April 4, 2024, and April 9, 2024 editions. A copy of the Legal Notice as it appeared in each edition is attached hereto as **Exhibit C**.
10. **Digital Notice.** Beginning on April 1, 2024 and continuing through April 29, 2024, P&N caused digital notices to run across the Google Display Network social media (Facebook and Instagram), geo-targeted to National Park, New Jersey. Screenshots of the digital notices are attached as **Exhibit D**.

11. **Settlement Post Office Box.** P&N maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

National Park Water Settlement Administrator

PO Box 2790

Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to P&N and for Settlement Class Members to submit Claim Forms, Exclusion Requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement Website. P&N monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. **Settlement Website.** On March 28, 2024, a neutral, informational Settlement Website, www.NationalParkPFASSettlement.com, was created to provide Settlement Class Members with details of the Settlement. On August 30, 2024, the Settlement Website was updated to reflect the Friendly Hearing date and time. On October 30, 2024, the Settlement Website was updated to reflect the Final Fairness Hearing data and time. As of November 14, 2024, the Settlement Website has received 6,991 page views from 6,928 unique visitors. The Settlement Website includes relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Claims Administrator, and provides Class Members access to:

- a. The Long Form Notice in English (included in **Exhibit A**);
- b. The Claim Form (included in **Exhibit A**);
- c. The Stipulation and Agreement of Settlement;
- d. The Motion for Preliminary Approval;
- e. The Certification of Shauna L. Friedman in Support of the Motion for Preliminary Approval;

- f. The Certification of Oliver T. Barry in Support of the Motion for Preliminary Approval;
 - g. The Certification of Gerald J. Williams in Support of the Motion for Preliminary Approval;
 - h. The Certification of Alan H. Sklarsky in Support of the Motion for Preliminary Approval;
 - i. The Proposed Preliminary Approval Order and Exhibits; and
 - j. The Order Granting Preliminary Approval.
13. ***Toll-Free Number.*** P&N established a toll-free telephone number, 1-844-719-4592 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response (“IVR”) system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program. As of November 14, 2024, P&N has received (38) calls to the toll-free number.
14. ***Email Support.*** P&N established an Email address, info@NationalParkPFASSettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Claims Administrator for support. As of November 14, 2024, P&N received ten (10) emails to the Email address established for the settlement.

IV. NOTICE PROGRAM REACH

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, P&N attempted direct notice to all 1,626 addresses of potential Settlement Class Members for which a mailing address was available. Five (5) of the addresses were deemed undeliverable by the USPS before mailing. Per the Settlement Agreement, P&N completed skip-tracing

procedures and remails for all returned Notice Packets. Table 1 below provides an overview of dissemination results for the Notice Program.

| Table 1: Direct Notice Program Dissemination & Reach | | |
|---|---------------|--------------------------------|
| Description | Volume | Percentage (%) of Total |
| Addresses of Potential Class Members | 1,626 | 100.0% |
| Initial Mailing Notice | | |
| Notices Mailed (Initial Campaign) | 1,621 | 99.7% |
| Total Notices Returned as Undeliverable | 118 | 7.3% |
| Supplemental Notice Mailing | | |
| Total Unique Notice Packets Re-mailed | 35 | 2.2% |
| Total Undeliverable (Re-Mailed) Notice Packets | 1 | 0.1% |
| Direct Notice Program Reach | | |
| Received Direct Notice | 1,538 | 94.6% |

V. CLAIM ACTIVITY

16. ***Claim Intake and Processing.*** The deadline for claim form submissions was May 27, 2024. The pre-printed claim form provided in the Notice Packet including information about the recipient’s ownership and residency status. Class Members are not required to submit a claim form unless they need to correct information on the pre-printed form, add residents and/or owners not listed, or update their mailing address. As of November 14, 2024, P&N has received 199 claim submissions.

VI. EXCLUSIONS AND OBJECTIONS

17. ***Exclusions (Opt-Outs) Received.*** The Settlement Agreement states that a Class Member who desires to opt out of the Settlement shall file with the Claims Administrator a timely written notice of opt out, delivered, or postmarked no later than sixty (60) days after the Notice Issuance Date. As of November 14, 2024, P&N has received 11 exclusion requests from Settlement Class Members, which have been provided to the parties. Two were postmarked after the exclusion deadline of May 27, 2024, though the parties agreed to treat

one of those as being timely submitted.² A list of the Class Members who timely requested to be excluded is attached hereto as Exhibit E.

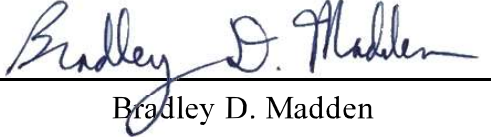
18. ***Settlement Objections.*** The Settlement Agreement states that each Class Member wishing to object to the Settlement shall file with the Claims Administrator a timely written notice of objection delivered or postmarked no later than sixty (60) days after the Notice Issuance Date. As of November 14, 2024, P&N received no objections directly from Settlement Class Members. I understand that four Settlement Class Members, represented by the same counsel, submitted objections dated May 24, 2024 to counsel for the parties, which has subsequently been filed on the court's docket.

VII. NOTICE AND ADMINISTRATION COSTS

19. ***Notice and Administration Costs.*** P&N's initial estimate for notice and administration costs was \$97,666, with \$11,200 of that estimate allocated to the blood testing process and coordination. P&N remains within this estimate, and anticipates all Claims Administration costs, including disbursement of funds, to remain below the \$100,000 administrative budget allotted in the Settlement Agreement.

VIII. CERTIFICATION

I, Bradley D. Madden, declare under the penalty of perjury under the laws of the State of New Jersey that the foregoing is true and correct. Executed on this 15th day of November, 2024 at Baton Rouge, Louisiana.



Bradley D. Madden

² Of those two, one was postmarked May 28, 2024. Because May 27, 2024 was a federal holiday, after conferring with the parties, it was decided to treat this exclusion request as timely.

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 June 26, 2024 at 1:30 p.m. 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 May 27, 2024.**

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 received preliminary approval (February 28, 2024, the “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>If you qualify for Class benefits 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 May 27, 2024.</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 June 26, 2024 at 1:30 p.m. 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 Judge James P. Savio (Ret.) 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 June 13, 2024 at 1:30 p.m. (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 February 28, 2024 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.

Judge James P. Savio (Ret.) 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 June 13, 2024 at 1:30 p.m.

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 1-844-719-4592 or info@NationalParkPFASSettlement.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 www.NationalParkPFASSettlement.com. 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 the 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?

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 www.NationalParkPFASSettlement.com.

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 May 27, 2024.

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 May 27, 2024.

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 May 27, 2024:

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

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

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

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") on June 26, 2024 at 1:30 p.m., 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 June 13, 2024 at 1:30 p.m. 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 June 5, 2024, 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 the Stipulation 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 the 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 www.NationalParkPFASSettlement.com or you may contact the Class Administrator by phone at 1-844-719-4592 or by email at info@NationalParkPFASSettlement.com.

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: March 29, 2024

**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 PAGES 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 MAY 27, 2024.**

SECTION ONE

Property Location-

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 February 28, 2024. Please continue to Section Two.*

1. Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024? 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 February 28, 2024, and identify the duration of their ownership, if known:

_____ Name

_____ Duration of ownership

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - If you answer "No" to #1 below, you do not need to complete Section Two.

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: ____

2. If you answered "Yes" to #1, what is the address of that property? _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; *and*
- (2) You did not need to complete Section Two.

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

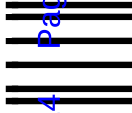
Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

Please return your completed Claim Form Postmarked on or before May 27, 2024



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE, LA

POSTAGE WILL BE PAID BY ADDRESSEE

NATIONAL PARK WATER SETTLEMENT
SETTLEMENT ADMINISTRATOR
P.O. BOX 2790
BATON ROUGE, LA 70821-9977



Exhibit B

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

NEWS PROVIDED BY

National Park Water Settlement Administrator →

29 Mar, 2024, 08:00 ET

CAMDEN, N.J., March 29, 2024 /PRNewswire/ -- 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 June 26, 2024, at 1:30 p.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 ("PFAS"), 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 February 28, 2024 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 February 28, 2024.

Additional information, including the deadline for submitting any objections to the settlement, is available at [**www.NationalParkPFASSettlement.com**](http://www.NationalParkPFASSettlement.com).

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.

SOURCE National Park Water Settlement Administrator

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

English PR Newswire ID: 4127956-1 Clear Time Mar 29, 2024 8:00 AM ET View Release ▾

 Pickup

155.7M

TOTAL POTENTIAL AUDIENCE

266

TOTAL EXACT MATCHES

TOP EXACT MATCH PICKUP



Yahoo! Finance
49M visitors/month ^[1]



KTLA [Los Ang...
6M visitors/month ^[1]



Seeking Alpha
5.9M visitors/month ^[1]



PR Newswire
5.8M visitors/month ^[1]



Morningstar
4.3M visitors/month ^[1]



Benzinga
3.9M visitors/month ^[1]



WJW-TV FOX-8 ...
3.9M visitors/month ^[1]



WFLA [Tampa, FL]
3.7M visitors/month ^[1]



WXIN-TV FOX-5...
2.7M visitors/month ^[1]



KLAS-TV CBS-8...
2.5M visitors/month ^[1]



KRON [San Fra...
2.5M visitors/month ^[1]



WGN [Chicago,...
2.4M visitors/month ^[1]




KDVR [Denver,...
2.2M visitors/month ^[1]



KXAN-TV NBC-3...
2.2M visitors/month ^[1]



WHTM [Harrisb...
1.9M visitors/month ^[1]

*DATA SOURCES: [1]  similarweb [2] ALEXA, [3] SITEWORTHTRAFFIC.COM [4] CISION DIGITAL REACH

*THE DATA CITED HERE BY SIMILARWEB REPRESENTS SITE TRAFFIC DATA OF WORLDWIDE UNIQUE VISITORS ON DESKTOP AND MOBILE DEVICES. DATA IS UPDATED MONTHLY.

Views & Engagement

Views & Engagement data will continue to mature over time. Totals below are expected to have reached 98% maturity when the circles below are darker in color.

112
CLICK-THROUGHS

1
SHARES

3,280
RELEASE VIEWS

Distribution

67
TOTAL AP OUTLETS DISTRIBUTED

TOP AP OUTLETS

FoxNews.com

32.5M Visitors/Month
New York, NY
CBS News Radio

30M Visitors/Month
New York, NY
**New York
Time...**

29.9M Visitors/Month
New York, NY
CNBC.com

26.1M Visitors/Month
Englewood Cliffs,
apnews.com

24.2M Visitors/Month
New York, NY
Yahoo Inc.

10M Visitors/Month
Sunnyvale, CA
CBS Televisio...

8.1M Visitors/Month
New York, NY
NBC News

6.9M Visitors/Month
New York, NY

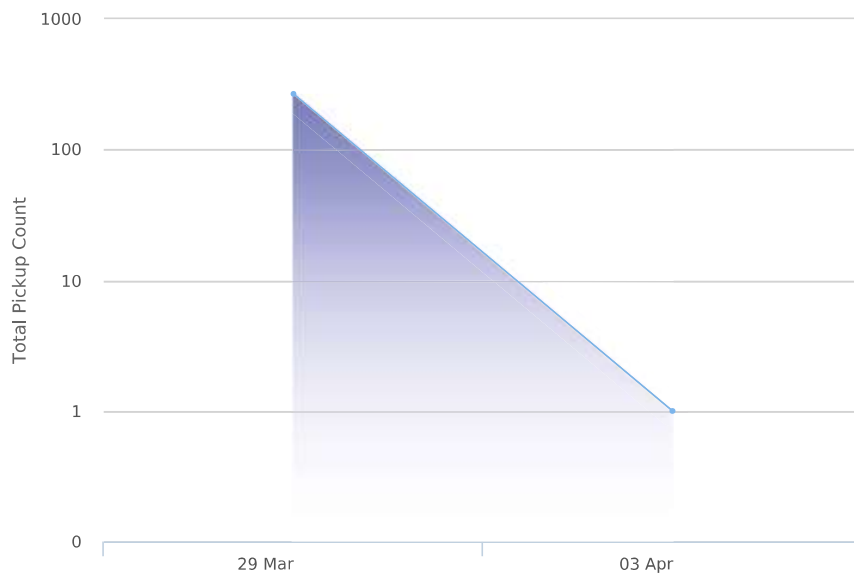
Pickup

Overview

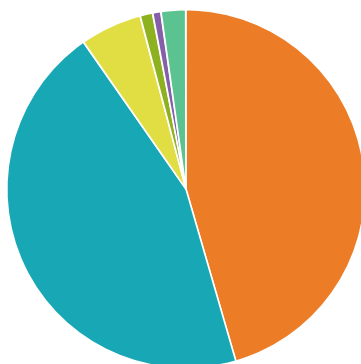
| | | | |
|---------------------|---------------------|---------------------------------|------------------------|
| TOTAL PICKUP | 268 | TOTAL POTENTIAL AUDIENCE | 155.7M |
| Exact Match | 266 postings | Exact Match | 155.7M visitors |
| X | 2 Posts | X | 32.4K followers |

Total Pickup Over Time

Total pickup since your content was distributed

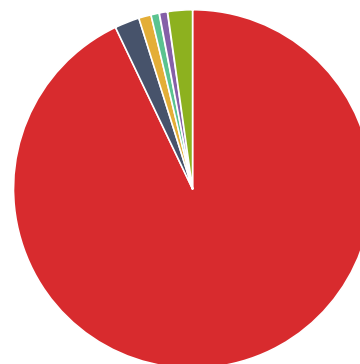


Total Pickup by Source Type



- Broadcast Media (122/45.5%)
- Newspaper (120/44.8%)
- Online News Sites & Other Influencers (15/5.6%)
- Blog (3/1.1%)
- X (2/0.7%)
- Other (6/2.2%)

Total Pickup by Industry





































- Media & Information (249/92.9%)
- Financial (6/2.2%)
- Business Services (3/1.1%)
- General (2/0.7%)
- Multicultural & Demographic (2/0.7%)
- Other (6/2.2%)







































Exact Match Pickup







































Exact matches are full text postings of your content which we have found in the online and social media that we monitor. Understand how it is calculated.







































Total Exact Matches: **266**







































Total Potential Audience: **155,700,325**







































| Logo | Outlet Name | Location | Source Type | Industry | Potential Audience |
|---|--|---------------|--|---------------------|---|
|  | Yahoo! Finance Online  View Release | Global | Online News Sites & Other Influencers | Media & Information | 49,001,806 ^[1] visitors/month |
|  | KTLA [Los Angeles, CA] Online  View Release | United States | Broadcast Media | Media & Information | 6,028,458 ^[1] visitors/month |
|  | Seeking Alpha Online  View Release | United States | Online News Sites & Other Influencers | Financial | 5,912,827 ^[1] visitors/month |
|  | PR Newswire Online  View Release | Global | PR Newswire | Media & Information | 5,754,987 ^[1] visitors/month |
|  | Morningstar Online  View Release | Global | Financial Data, Research & Analytics | Financial | 4,291,701 ^[1] visitors/month |
|  | Benzinga Online  View Release | United States | Online News Sites & Other Influencers | Financial | 3,894,128 ^[1] visitors/month |
|  | WJW-TV FOX-8 [Cleveland, OH] Online  View Release | United States | Broadcast Media | Media & Information | 3,868,043 ^[1] visitors/month |
|  | WFLA [Tampa, FL] Online  View Release | United States | Broadcast Media | Media & Information | 3,658,671 ^[1] visitors/month |
|  | WXIN-TV FOX-59 [Indianapolis, IN] Online  View Release | United States | Broadcast Media | Media & Information | 2,704,184 ^[1] visitors/month |
|  | KLAS-TV CBS-8 [Las Vegas, NV] Online  View Release | United States | Broadcast Media | Media & Information | 2,473,300 ^[1] visitors/month |
|  | KRON [San Francisco, CA] Online  View Release | United States | Broadcast Media | Media & Information | 2,467,045 ^[1] visitors/month |
|  | WGN [Chicago, IL] Online  View Release | United States | Broadcast Media | Media & Information | 2,359,013 ^[1] visitors/month |
|  | KDVR [Denver, CO] Online  View Release | United States | Broadcast Media | Media & Information | 2,236,293 ^[1] visitors/month |
|  | KXAN-TV NBC-36 [Austin, TX] Online  View Release | United States | Broadcast Media | Media & Information | 2,196,745 ^[1] visitors/month |
|  | WHTM [Harrisburg, PA] Online  View Release | United States | Broadcast Media | Media & Information | 1,921,239 ^[1] visitors/month |
|  | KTVI-TV FOX-2 [St. Louis, MO] Online  View Release | United States | Broadcast Media | Media & Information | 1,906,920 ^[1] visitors/month |
|  | KOIN-TV CBS-6 [Portland, OR] Online  View Release | United States | Broadcast Media | Media & Information | 1,784,732 ^[1] visitors/month |







































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|---|---|---------------|--------------------------------------|---------------------|--|
|  | WDAF [Kansas City, MO] Online  View Release | United States | Broadcast Media | Media & Information | 1,643,633 ^[1] visitors/month |
|  | KSWB [San Diego, CA] Online  View Release | United States | Broadcast Media | Media & Information | 1,549,130 ^[1] visitors/month |
|  | WGHP [Greensboro, NC] Online  View Release | United States | Broadcast Media | Media & Information | 1,532,492 ^[1] visitors/month |
|  | WCMH [Columbus, OH] Online  View Release | United States | Broadcast Media | Media & Information | 1,454,810 ^[1] visitors/month |
|  | Webull Online  View Release | United States | Financial Data, Research & Analytics | Financial | 1,454,714 ^[1] visitors/month |
|  | WAVY-TV NBC-10 [Portsmouth, VA] Online  View Release | United States | Broadcast Media | Media & Information | 1,453,527 ^[1] visitors/month |
|  | WOOD [Grand Rapids, MI] Online  View Release | United States | Broadcast Media | Media & Information | 1,419,334 ^[1] visitors/month |
|  | WFMZ-TV IND-69 [Allentown, PA] Online  View Release | United States | Broadcast Media | Media & Information | 1,406,221 ^[1] visitors/month |
|  | WPIX-TV CW-11 [New York, NY] Online  View Release | United States | Broadcast Media | Media & Information | 1,360,989 ^[1] visitors/month |
|  | KFOR [Oklahoma City, OK] Online  View Release | United States | Broadcast Media | Media & Information | 1,331,110 ^[1] visitors/month |
|  | WKRN [Nashville, TN] Online  View Release | United States | Broadcast Media | Media & Information | 1,261,676 ^[1] visitors/month |
|  | WRIC [Richmond, VA] Online  View Release | United States | Broadcast Media | Media & Information | 1,208,865 ^[1] visitors/month |
|  | KTVX [Salt Lake City, UT] Online  View Release | United States | Broadcast Media | Media & Information | 1,163,663 ^[1] visitors/month |
|  | WATE [Knoxville, TN] Online  View Release | United States | Broadcast Media | Media & Information | 1,080,436 ^[1] visitors/month |
|  | WIVB [Buffalo, NY] Online  View Release | United States | Broadcast Media | Media & Information | 1,075,710 ^[1] visitors/month |
|  | KRQE [Albuquerque, NM] Online  View Release | United States | Broadcast Media | Media & Information | 1,065,662 ^[1] visitors/month |
|  | WREG [Memphis, TN] Online  View Release | United States | Broadcast Media | Media & Information | 1,057,654 ^[1] visitors/month |
|  | WNCN [Raleigh, NC] Online  View Release | United States | Broadcast Media | Media & Information | 1,048,163 ^[1] visitors/month |
|  | WWLP-TV NBC-22 [Springfield, MA] Online  View Release | United States | Broadcast Media | Media & Information | 1,006,367 ^[1] visitors/month |







































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|---|--|---------------|-----------------|---------------------|--|
|  | WKBN-TV CBS-27 [Youngstown, OH] Online  View Release | United States | Broadcast Media | Media & Information | 1,000,764 ^[1] visitors/month |
|  | WKBN-TV CBS-27 [Youngstown, OH] Online  View Release | United States | Broadcast Media | Media & Information | 1,000,764 ^[1] visitors/month |
|  | WTNH [New Haven, CT] Online  View Release | United States | Broadcast Media | Media & Information | 973,558 ^[1] visitors/month |
|  | WBRE/WYOU [Wilkes-Barre, PA] Online  View Release | United States | Broadcast Media | Media & Information | 917,284 ^[1] visitors/month |
|  | WPRI/WNAC [Providence, RI] Online  View Release | United States | Broadcast Media | Media & Information | 855,001 ^[1] visitors/month |
|  | WROC/WUHF/WZDX [Rochester, NY] Online  View Release | United States | Broadcast Media | Media & Information | 833,433 ^[1] visitors/month |
|  | KSNW [Wichita, KS] Online  View Release | United States | Broadcast Media | Media & Information | 772,153 ^[1] visitors/month |
|  | WANE [Fort Wayne, IN] Online  View Release | United States | Broadcast Media | Media & Information | 748,771 ^[1] visitors/month |
|  | KTXL [Sacramento, CA] Online  View Release | United States | Broadcast Media | Media & Information | 743,231 ^[1] visitors/month |
|  | WHO-TV NBC-13 [Des Moines, IA] Online  View Release | United States | Broadcast Media | Media & Information | 708,877 ^[1] visitors/month |
|  | KHON [Honolulu, HI] Online  View Release | United States | Broadcast Media | Media & Information | 690,529 ^[1] visitors/month |
|  | WHNT [Huntsville, AL] Online  View Release | United States | Broadcast Media | Media & Information | 611,569 ^[1] visitors/month |
|  | WTEN/ WXXA-TV [Albany, NY] Online  View Release | United States | Broadcast Media | Media & Information | 588,770 ^[1] visitors/month |
|  | KELO [Sioux Falls, SD] Online  View Release | United States | Broadcast Media | Media & Information | 515,350 ^[1] visitors/month |
|  | WBOY [Clarksburg, WV] Online  View Release | United States | Broadcast Media | Media & Information | 504,896 ^[1] visitors/month |
|  | WDVM-TV IND-25 [Washington, DC] Online  View Release | United States | Broadcast Media | Media & Information | 503,974 ^[1] visitors/month |
|  | WSPA/WYCW [Spartanburg, SC] Online  View Release | United States | Broadcast Media | Media & Information | 497,412 ^[1] visitors/month |
|  | WFRV [Green Bay, WI] Online  View Release | United States | Broadcast Media | Media & Information | 494,134 ^[1] visitors/month |
|  | KNWA/KFTA [Fayetteville, AR] Online  View Release | United States | Broadcast Media | Media & Information | 494,030 ^[1] visitors/month |







































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|---|---|---------------|-----------------|---------------------|--|
|  | KARK-TV NBC-4 [Little Rock, AR] Online  View Release | United States | Broadcast Media | Media & Information | 491,558 ^[1] visitors/month |
|  | WJZY-TV FOX-46 [Charlotte, NC] Online  View Release | United States | Broadcast Media | Media & Information | 445,716 ^[1] visitors/month |
|  | WJHL-TV/ABC Tri-Cities [Johnson City, TN] Online  View Release | United States | Broadcast Media | Media & Information | 441,606 ^[1] visitors/month |
|  | WKRG [Mobile, AL] Online  View Release | United States | Broadcast Media | Media & Information | 436,802 ^[1] visitors/month |
|  | KSNT-TV NBC-27 [Topeka, KS] Online  View Release | United States | Broadcast Media | Media & Information | 436,244 ^[1] visitors/month |
|  | WJTV-TV CBS-12 [Jackson, MS] Online  View Release | United States | Broadcast Media | Media & Information | 402,416 ^[1] visitors/month |
|  | KTSM [El Paso, TX] Online  View Release | United States | Broadcast Media | Media & Information | 390,633 ^[1] visitors/month |
|  | WIAT [Birmingham, AL] Online  View Release | United States | Broadcast Media | Media & Information | 380,972 ^[1] visitors/month |
|  | WDTN/WBDT [Dayton, OH] Online  View Release | United States | Broadcast Media | Media & Information | 380,518 ^[1] visitors/month |
|  | WSYR-TV ABC-9 NewsChannel [Syracuse, NY] Online  View Release | United States | Broadcast Media | Media & Information | 371,595 ^[1] visitors/month |
|  | KGET [Bakersfield, CA] Online  View Release | United States | Broadcast Media | Media & Information | 370,810 ^[1] visitors/month |
|  | WLNS-TV CBS-6 [Lansing, MI] Online  View Release | United States | Broadcast Media | Media & Information | 369,674 ^[1] visitors/month |
|  | WQRF/WTVO [Rockford, IL] Online  View Release | United States | Broadcast Media | Media & Information | 368,896 ^[1] visitors/month |
|  | WTAJ [Altoona, PA] Online  View Release | United States | Broadcast Media | Media & Information | 322,555 ^[1] visitors/month |
|  | KXRM [Colorado Springs, CO] Online  View Release | United States | Broadcast Media | Media & Information | 314,529 ^[1] visitors/month |
|  | WCIA-TV CBS 3 [Champaign, IL] Online  View Release | United States | Broadcast Media | Media & Information | 302,029 ^[1] visitors/month |
|  | WMBD-TV CBS 31 / WYZZ-TV FOX 43 [Peoria, IL] Online  View Release | United States | Broadcast Media | Media & Information | 301,883 ^[1] visitors/month |
|  | WTRF [Wheeling, WV] Online  View Release | United States | Broadcast Media | Media & Information | 293,082 ^[1] visitors/month |
|  | WNCT [Greenville, NC] Online  View Release | United States | Broadcast Media | Media & Information | 291,225 ^[1] visitors/month |







































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|---|--|---------------|-----------------|---------------------|--|
|  | WBTW [Myrtle Beach, SC] Online  View Release | United States | Broadcast Media | Media & Information | 287,469 ^[1] visitors/month |
|  | KLFY [Lafayette, LA] Online  View Release | United States | Broadcast Media | Media & Information | 275,725 ^[1] visitors/month |
|  | KVEO-TV CBS-4 [Harlingen, TX] Online  View Release | United States | Broadcast Media | Media & Information | 273,994 ^[1] visitors/month |
|  | KVEO-TV CBS-4 [Harlingen, TX] Online  View Release | United States | Broadcast Media | Media & Information | 273,994 ^[1] visitors/month |
|  | WETM-TV NBC-18 [Elmira, NY] Online  View Release | United States | Broadcast Media | Media & Information | 272,272 ^[1] visitors/month |
|  | KAMC/KLBK Online  View Release | United States | Broadcast Media | Media & Information | 243,176 ^[1] visitors/month |
|  | KOLR/KOZL [Springfield, MO] Online  View Release | United States | Broadcast Media | Media & Information | 235,838 ^[1] visitors/month |
|  | WCBT-TV NBC-2 [Charleston, SC] Online  View Release | United States | Broadcast Media | Media & Information | 229,644 ^[1] visitors/month |
|  | WOWK-TV CBS-13 [Charleston, WV] Online  View Release | United States | Broadcast Media | Media & Information | 228,227 ^[1] visitors/month |
|  | WJET-TV ABC-24 / WFXP-TV FOX-44 [Erie, PA] Online  View Release | United States | Broadcast Media | Media & Information | 226,234 ^[1] visitors/month |
|  | WSAV [Savannah, GA] Online  View Release | United States | Broadcast Media | Media & Information | 204,928 ^[1] visitors/month |
|  | WVNS [Beckley, WV] Online  View Release | United States | Broadcast Media | Media & Information | 204,142 ^[1] visitors/month |
|  | WMBB-TV ABC-13 [Panama City, FL] Online  View Release | United States | Broadcast Media | Media & Information | 202,947 ^[1] visitors/month |
|  | KXMA/KXMB [Bismark, ND] Online  View Release | United States | Broadcast Media | Media & Information | 200,581 ^[1] visitors/month |
|  | KSNF/KODE [Joplin, MO] Online  View Release | United States | Broadcast Media | Media & Information | 187,701 ^[1] visitors/month |
|  | KSEE/KGPE [Fresno, CA] Online  View Release | United States | Broadcast Media | Media & Information | 185,369 ^[1] visitors/month |
|  | WRBL [Columbus, GA] Online  View Release | United States | Broadcast Media | Media & Information | 180,734 ^[1] visitors/month |
|  | WFXR [Roanoke, VA] Online  View Release | United States | Broadcast Media | Media & Information | 173,942 ^[1] visitors/month |
|  | WJBF [Augusta, GA] Online  View Release | United States | Broadcast Media | Media & Information | 173,914 ^[1] visitors/month |






































| | | | | | |
|---|--|---------------|-----------------|---------------------|--|
|  | WVLA [Baton Rouge, LA] Online  View Release | United States | Broadcast Media | Media & Information | 167,700 ^[1] visitors/month |
|  | WGNO [New Orleans, LA] Online  View Release | United States | Broadcast Media | Media & Information | 163,204 ^[1] visitors/month |
|  | The Greenville Advocate Online  View Release | United States | Newspaper | Media & Information | 159,322 ^[1] visitors/month |
|  | KIAH [Houston, TX] Online  View Release | United States | Broadcast Media | Media & Information | 158,471 ^[1] visitors/month |
|  | KETK-TV FOX-51 [Tyler, TX] Online  View Release | United States | Broadcast Media | Media & Information | 158,418 ^[1] visitors/month |
|  | KLRT-TV FOX-16 [Little Rock, AR] Online  View Release | United States | Broadcast Media | Media & Information | 157,113 ^[1] visitors/month |
|  | Victoria Advocate [Victoria, TX] Online  View Release | United States | Newspaper | Media & Information | 153,472 ^[1] visitors/month |
|  | WEHT/WTVW [Evansville, IN] Online  View Release | United States | Broadcast Media | Media & Information | 152,349 ^[1] visitors/month |
|  | KTAB/KRBC [Abilene, TX] Online  View Release | United States | Broadcast Media | Media & Information | 147,692 ^[1] visitors/month |
|  | WDKY-TV FOX-56 [Lexington, KY] Online  View Release | United States | Broadcast Media | Media & Information | 144,919 ^[1] visitors/month |
|  | WDKY-TV FOX-56 [Lexington, KY] Online  View Release | United States | Broadcast Media | Media & Information | 144,919 ^[1] visitors/month |
|  | KFDX-TV NBC-3 / KJTL-TV FOX-18 [Wichita Falls, TX] Online  View Release | United States | Broadcast Media | Media & Information | 143,982 ^[1] visitors/month |
|  | KREX/KFQX/KGJT [Grand Junction, CO] Online  View Release | United States | Broadcast Media | Media & Information | 131,223 ^[1] visitors/month |
|  | KTAL-TV NBC-6 [Shreveport, LA] Online  View Release | United States | Broadcast Media | Media & Information | 126,830 ^[1] visitors/month |
|  | QuadCities WHBF-TV CBS-4 / KJLB-TV FOX-18 [Rock Island, IL] Online  View Release | United States | Broadcast Media | Media & Information | 123,217 ^[1] visitors/month |
|  | The Oxford Eagle Online  View Release | United States | Newspaper | Media & Information | 122,420 ^[1] visitors/month |
|  | WTTV [Indianapolis, IN] Online  View Release | United States | Broadcast Media | Media & Information | 103,647 ^[1] visitors/month |
|  | Natchez Democrat Online  View Release | United States | Newspaper | Media & Information | 102,369 ^[1] visitors/month |
|  | KCAU-TV ABC-9 Siouland Proud [Sioux City, IA] Online  View Release | United States | Broadcast Media | Media & Information | 99,191 ^[1] visitors/month |






































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|---|--|---------------|-----------------|---------------------|---|
|  | WDHN-TV ABC [Webb, AL] Online  View Release | United States | Broadcast Media | Media & Information | 99,086 ^[1] visitors/month |
|  | Myhighplains Online  View Release | United States | Broadcast Media | Media & Information | 98,942 ^[1] visitors/month |
|  | Myhighplains Online  View Release | United States | Broadcast Media | Media & Information | 98,942 ^[1] visitors/month |
|  | KARD/KTVE [West Monroe, LA] Online  View Release | United States | Broadcast Media | Media & Information | 94,607 ^[1] visitors/month |
|  | KLST/KSAN [San Angelo, TX] Online  View Release | United States | Broadcast Media | Media & Information | 93,957 ^[1] visitors/month |
|  | Salisbury Post Online  View Release | United States | Newspaper | Media & Information | 87,971 ^[1] visitors/month |
|  | WBGH/WIVT [Binghamton, NY] Online  View Release | United States | Broadcast Media | Media & Information | 83,264 ^[1] visitors/month |
|  | WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN] Online  View Release | United States | Broadcast Media | Media & Information | 80,923 ^[1] visitors/month |
|  | WTWO-TV NBC-2/WAWV-TV ABC-38 MyWabashValley [Terre Haute IN] Online  View Release | United States | Broadcast Media | Media & Information | 80,923 ^[1] visitors/month |
|  | Albert Lea Tribune [Albert Lea, MN] Online  View Release | United States | Newspaper | Media & Information | 76,388 ^[1] visitors/month |
|  | Magnolia State Live Online  View Release | United States | Newspaper | Media & Information | 69,937 ^[1] visitors/month |
|  | Port Arthur News Online  View Release | United States | Newspaper | Media & Information | 67,348 ^[1] visitors/month |
|  | Shelby County Reporter Online  View Release | United States | Newspaper | Media & Information | 64,665 ^[1] visitors/month |
|  | The Vicksburg Post Online  View Release | United States | Newspaper | Media & Information | 62,972 ^[1] visitors/month |
|  | KMID/KPEJ [Odessa, TX] Online  View Release | United States | Broadcast Media | Media & Information | 62,463 ^[1] visitors/month |
|  | WPHL [Philadelphia, PA] Online  View Release | United States | Broadcast Media | Media & Information | 61,000 ^[1] visitors/month |
|  | LaGrange Daily News Online  View Release | United States | Newspaper | Media & Information | 60,502 ^[1] visitors/month |
|  | WFFF-TV FOX 44 / WVNy-TV ABC-22 [Colchester, VT] Online  View Release | United States | Broadcast Media | Media & Information | 60,123 ^[1] visitors/month |
|  | WYTV-TV ABC-33 [Youngstown, OH] Online  View Release | United States | Broadcast Media | Media & Information | 57,556 ^[1] visitors/month |







































| | | | | | |
|---|---|---------------|---------------------------------------|---------------------|---|
|  | One News Page Global Edition Online  View Release | Global | Online News Sites & Other Influencers | Media & Information | 55,872 ^[1] visitors/month |
|  | KWKT-TV FOX-44 / KYLE-TV MyNetworkTV [Woodway, TX] Online  View Release | United States | Broadcast Media | Media & Information | 54,920 ^[1] visitors/month |
|  | Austin Daily Herald Online  View Release | United States | Newspaper | Media & Information | 54,683 ^[1] visitors/month |
|  | The Suffolk News-Herald Online  View Release | United States | Newspaper | Media & Information | 54,537 ^[1] visitors/month |
|  | KDAF-TV CW-33 [Dallas, TX] Online  View Release | United States | Broadcast Media | Media & Information | 48,077 ^[1] visitors/month |
|  | The Coastland Times Online  View Release | United States | Newspaper | Media & Information | 46,045 ^[1] visitors/month |
|  | The Farmville Herald Online  View Release | United States | Newspaper | Media & Information | 45,385 ^[1] visitors/month |
|  | Alexander City Outlook Online  View Release | United States | Newspaper | Media & Information | 41,506 ^[1] visitors/month |
|  | Daily Leader Online  View Release | United States | Newspaper | Media & Information | 37,020 ^[1] visitors/month |
|  | Leader Publications Online  View Release | United States | Newspaper | Media & Information | 35,961 ^[1] visitors/month |
|  | American Press Online  View Release | United States | Newspaper | Media & Information | 33,708 ^[1] visitors/month |
|  | The Troy Messenger Online  View Release | United States | Newspaper | Media & Information | 31,707 ^[1] visitors/month |
|  | Smithfield Times Online  View Release | United States | Newspaper | Media & Information | 30,689 ^[1] visitors/month |
|  | Elizabethton Star Online  View Release | United States | Newspaper | Media & Information | 30,004 ^[1] visitors/month |
|  | NewsBlaze US Online  View Release | United States | Online News Sites & Other Influencers | Media & Information | 28,799 ^[1] visitors/month |
|  | Picayune Item Online  View Release | United States | Newspaper | Media & Information | 28,133 ^[1] visitors/month |
|  | Washington Daily News Online  View Release | United States | Newspaper | Media & Information | 27,825 ^[1] visitors/month |
|  | CNYhomepage Online  View Release | United States | Broadcast Media | Media & Information | 27,041 ^[1] visitors/month |
|  | The Advocate-Messenger Online  View Release | United States | Newspaper | Media & Information | 25,747 ^[1] visitors/month |









































| | | | | | |
|---|--|---------------|---------------------------------------|---------------------|---|
|  | The State Journal Online  View Release | United States | Newspaper | Media & Information | 25,735 ^[1] visitors/month |
|  | L'Observateur Online  View Release | United States | Newspaper | Media & Information | 24,844 ^[1] visitors/month |
|  | WWTI-TV ABC-50 [Watertown, NY] Online  View Release | United States | Broadcast Media | Media & Information | 24,485 ^[1] visitors/month |
|  | The Andalusia Star-News Online  View Release | United States | Newspaper | Media & Information | 22,847 ^[1] visitors/month |
|  | WJMN-TV CBS 3 [Escanaba, WI] Online  View Release | United States | Broadcast Media | Media & Information | 22,297 ^[1] visitors/month |
|  | Jessamine Journal Online  View Release | United States | Newspaper | Media & Information | 22,145 ^[1] visitors/month |
|  | The Demopolis Times Online  View Release | United States | Newspaper | Media & Information | 22,141 ^[1] visitors/month |
|  | The Stanly News & Press Online  View Release | United States | Newspaper | Media & Information | 21,871 ^[1] visitors/month |
|  | WLAX-TV FOX 28/45 [La Crosse, WI] Online  View Release | United States | Broadcast Media | Media & Information | 20,101 ^[1] visitors/month |
|  | Kilgore News Herald, Kilgore, Texas Online  View Release | United States | Newspaper | Media & Information | 19,462 ^[1] visitors/month |
|  | The Selma Times-Journal Online  View Release | United States | Newspaper | Media & Information | 17,558 ^[1] visitors/month |
|  | The Roanoke Chowan News Herald Online  View Release | United States | Newspaper | Media & Information | 17,362 ^[1] visitors/month |
|  | Winchester Sun Online  View Release | United States | Newspaper | Media & Information | 16,798 ^[1] visitors/month |
|  | Kenbridge Victoria Dispatch Online  View Release | United States | Newspaper | Media & Information | 16,701 ^[1] visitors/month |
|  | Ironton Tribune Online  View Release | United States | Newspaper | Media & Information | 16,689 ^[1] visitors/month |
|  | Orange Leader Online  View Release | United States | Newspaper | Media & Information | 16,482 ^[1] visitors/month |
|  | Sangri Times Online  View Release | India | Online News Sites & Other Influencers | General | 15,575 ^[1] visitors/month |
|  | The Wetumpka Herald Online  View Release | United States | Newspaper | Media & Information | 14,969 ^[1] visitors/month |
|  | The Bogalusa Daily News Online  View Release | United States | Newspaper | Media & Information | 14,662 ^[1] visitors/month |

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|---|---|---------------|---------------------------------------|------------------------------|---|
|  | Davie County Enterprise Record Online  View Release | United States | Newspaper | Media & Information | 14,031 ^[1] visitors/month |
|  | WNTZ [Alexandria, LA] Online  View Release | United States | Broadcast Media | Media & Information | 13,420 ^[1] visitors/month |
|  | The Atmore Advance Online  View Release | United States | Newspaper | Media & Information | 11,358 ^[1] visitors/month |
|  | Valley Times-News Online  View Release | United States | Newspaper | Media & Information | 10,575 ^[1] visitors/month |
|  | Terra Daily Online  View Release | United States | Trade Publications | Energy and Natural Resources | 10,328 ^[1] visitors/month |
|  | The Post-Searchlight Online  View Release | United States | Newspaper | Media & Information | 8,559 ^[1] visitors/month |
|  | Middlesboro News Online  View Release | United States | Newspaper | Media & Information | 8,410 ^[1] visitors/month |
|  | Americus Times-Recorder Online  View Release | United States | Newspaper | Media & Information | 7,589 ^[1] visitors/month |
|  | Lowndes Signal Online  View Release | United States | Newspaper | Media & Information | 7,229 ^[1] visitors/month |
|  | The Tryon Daily Bulletin Online  View Release | United States | Newspaper | Media & Information | 6,881 ^[1] visitors/month |
|  | The Charlotte Gazette Online  View Release | United States | Newspaper | Media & Information | 6,347 ^[1] visitors/month |
|  | The Tallasse Tribune Online  View Release | United States | Newspaper | Media & Information | 6,061 ^[1] visitors/month |
|  | The Tidewater News Online  View Release | United States | Newspaper | Media & Information | 6,050 ^[1] visitors/month |
|  | Claiborne Progress Online  View Release | United States | Newspaper | Media & Information | 5,960 ^[1] visitors/month |
|  | The Panolian Online  View Release | United States | Newspaper | Media & Information | 5,829 ^[1] visitors/month |
|  | The Clanton Advertiser Online  View Release | United States | Newspaper | Media & Information | 5,774 ^[1] visitors/month |
|  | The Clemmons Courier Online  View Release | United States | Newspaper | Media & Information | 5,270 ^[1] visitors/month |
|  | Latin Business Today Online  View Release | United States | Online News Sites & Other Influencers | Multicultural & Demographic | 4,949 ^[1] visitors/month |
|  | KHMT/KSVI [Billings, MT] Online  View Release | United States | Broadcast Media | Media & Information | 4,928 ^[1] visitors/month |


| | | | | | |
|---|---|---------------|---------------------------------------|-----------------------------|--|
|  | Leesville Leader Online  View Release | United States | Newspaper | Media & Information | 3,982 ^[1] visitors/month |
|  | Gates County Index Online  View Release | United States | Newspaper | Media & Information | 3,836 ^[1] visitors/month |
|  | Windsor Weekly Online  View Release | United States | Newspaper | Media & Information | 3,754 ^[1] visitors/month |
|  | Cordele Dispatch Online  View Release | United States | Newspaper | Media & Information | 3,710 ^[1] visitors/month |
|  | Beauregard News Online  View Release | United States | Newspaper | Media & Information | 3,587 ^[1] visitors/month |
| Eastern Progress, Richmond, Kentucky | Eastern Progress, Richmond, Kentucky Online  View Release | United States | Newspaper | Media & Information | 2,957 ^[1] visitors/month |
|  | The Interior Journal Online  View Release | United States | Newspaper | Media & Information | 2,847 ^[1] visitors/month |
|  | Alabama Now Online  View Release | United States | Newspaper | Media & Information | 2,537 ^[1] visitors/month |
|  | The Brewton Standard Online  View Release | United States | Newspaper | Media & Information | 2,512 ^[1] visitors/month |
|  | Purgula Online  View Release | United States | Online News Sites & Other Influencers | Real Estate | 2,321 ^[1] visitors/month |
|  | Luverne Journal Online  View Release | United States | Newspaper | Media & Information | 2,037 ^[1] visitors/month |
|  | The Stock Watcher Online  View Release | United States | Online News Sites & Other Influencers | Financial | 1,759 ^[1] visitors/month |
|  | Stage of Life Online  View Release | United States | News & Information Service | Multicultural & Demographic | 1,250 ^[1] visitors/month |
|  | Times of San Diego Online  View Release | United States | Newspaper | Media & Information | 1,099 ^[1] visitors/month |
|  | Prentiss Headlight Online  View Release | United States | Newspaper | Media & Information | 995 ^[1] visitors/month |
|  | Style Magazine Online  View Release | United States | Newspaper | Media & Information | 862 ^[1] visitors/month |
|  | Washington City Paper [Washington, DC] Online  View Release | United States | Newspaper | General | 735 ^[1] visitors/month |
|  | Bluegrass Live Online  View Release | United States | Newspaper | Media & Information | 674 ^[1] visitors/month |
|  | Southwest Daily News Online  View Release | United States | Newspaper | Media & Information | 598 ^[1] visitors/month |

| | | | | | |
|---|---|---------------|---------------------------------------|---------------------|--------------------------------------|
|  | Chester County Press Online  View Release | United States | Newspaper | Media & Information | 525 ^[1] visitors/month |
| The Best Times, Memphis, Tennessee | The Best Times, Memphis, Tennessee Online  View Release | United States | Newspaper | Media & Information | 495 ^[1] visitors/month |
|  | Holladay Journal Online  View Release | United States | Newspaper | Media & Information | 451 ^[1] visitors/month |
|  | West Valley City Journal Online  View Release | United States | Newspaper | Media & Information | 450 ^[1] visitors/month |
|  | Hopedale Town News Online  View Release | United States | Newspaper | Media & Information | 446 ^[1] visitors/month |
|  | Sandy Journal Online  View Release | United States | Newspaper | Media & Information | 441 ^[1] visitors/month |
|  | Walnut Creek Magazine Online  View Release | United States | Newspaper | Media & Information | 424 ^[1] visitors/month |
|  | Norfolk & Wrentham News Online  View Release | United States | Newspaper | Media & Information | 410 ^[1] visitors/month |
|  | Cottonwood Heights Journal Online  View Release | United States | Newspaper | Media & Information | 404 ^[1] visitors/month |
|  | Omaha Magazine Online  View Release | United States | Newspaper | Media & Information | 378 ^[1] visitors/month |
|  | City Journals Online  View Release | United States | Newspaper | Media & Information | 356 ^[1] visitors/month |
|  | Midvale Journal Online  View Release | United States | Newspaper | Media & Information | 349 ^[1] visitors/month |
|  | WNC Business Online  View Release | United States | Newspaper | Media & Information | 344 ^[1] visitors/month |
|  | Medway & Millis News Online  View Release | United States | Newspaper | Media & Information | 330 ^[1] visitors/month |
|  | Fayetteville Connect Online  View Release | United States | Newspaper | Media & Information | 329 ^[1] visitors/month |
|  | Hattiesburg.com Online  View Release | United States | Online News Sites & Other Influencers | Media & Information | 328 ^[1] visitors/month |
|  | ChineseWire Online  View Release | United States | Online News Sites & Other Influencers | Media & Information | 324 ^[1] visitors/month |
|  | Harlan Enterprise Online  View Release | United States | Newspaper | Media & Information | 319 ^[1] visitors/month |
|  | South Jordan Journal Online  View Release | United States | Newspaper | Media & Information | 319 ^[1] visitors/month |

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|---|---|---------------|--|---------------------|--------------------------------------|
|  | Franklin Town News Online  View Release | United States | Newspaper | Media & Information | 319 ^[1] visitors/month |
|  | Bradfordville Bugle Online  View Release | United States | Newspaper | Media & Information | 316 ^[1] visitors/month |
|  | Norwood Town News Online  View Release | United States | Newspaper | Media & Information | 315 ^[1] visitors/month |
|  | Columbia Business Monthly Online  View Release | United States | Newspaper | Media & Information | 219 ^[1] visitors/month |
|  | West Jordan Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | MB News Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Taylorsville Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | South Salt Lake Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Sugar House Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Murray Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Millcreek Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Holliston Town News Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Herriman Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Greenville Business Magazine Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Draper Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Davis Journal Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Boreal Community Media Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | Ashland Town News Online  View Release | United States | Newspaper | Media & Information | 215 ^[1] visitors/month |
|  | VYRE Business News Global Online  View Release | United States | Online News Sites & Other Influencers | Business Services | 181 ^[1] visitors/month |

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|---|---|---------------|---------------------------------------|---------------------|--------------------------------------|
|  | VYRE Business News Global Online  View Release | United States | Online News Sites & Other Influencers | Business Services | 181 ^[1] visitors/month |
|  | VYRE Business News Global Online  View Release | United States | Online News Sites & Other Influencers | Business Services | 181 ^[1] visitors/month |
|  | Natick Town News Online  View Release | United States | Newspaper | Media & Information | 179 ^[1] visitors/month |
|  | Times of the Islands Online  View Release | United States | Newspaper | Media & Information | 173 ^[1] visitors/month |
|  | Rivers of Living Water Mission - Home Page Online  View Release | United States | Information Website | Travel & Leisure | 158 ^[1] visitors/month |
|  | RSW Living Magazine [Sanibel, FL] Online  View Release | United States | Newspaper | Media & Information | 152 ^[1] visitors/month |
|  | Taos News Online  View Release | United States | Newspaper | Media & Information | 133 ^[1] visitors/month |
|  | Ninja Credit Consultants Online  View Release | United States | Blog | Financial | 128 ^[1] visitors/month |
|  | The Chillicothe Hometown Voice Online  View Release | United States | Newspaper | Media & Information | 109 ^[1] visitors/month |
|  | eNews Park Forest Online  View Release | United States | Newspaper | Media & Information | 106 ^[1] visitors/month |
|  | FACE Magazine Online  View Release | United States | Newspaper | Media & Information | 103 ^[1] visitors/month |
|  | Cape Coral Living Magazine Online  View Release | United States | Newspaper | Media & Information | 103 ^[1] visitors/month |
|  | Bonita & Estero Magazine Online  View Release | United States | Newspaper | Media & Information | 103 ^[1] visitors/month |
|  | The Pioneer Online  View Release | United States | Newspaper | Media & Information | 70 ^[1] visitors/month |
|  | Toti.com Online  View Release | United States | Newspaper | Media & Information | 63 ^[1] visitors/month |
|  | Thrills Taste Travels Online  View Release | United States | Blog | Travel & Leisure | 58 ^[1] visitors/month |
|  | Business Class News Online  View Release | United States | Blog | Media & Information | 58 ^[1] visitors/month |
|  | Gulf & Main Magazine Online  View Release | United States | Newspaper | Media & Information | 57 ^[1] visitors/month |
|  | Parish News [New Orleans, LA] Online  View Release | United States | Newspaper | Media & Information | Not Available |
|  | indica News [San Ramon, CA] Online  View Release | United States | Online News Sites & Other Influencers | Media & Information | Not Available |

| | | | | | |
|--|--|---------------|-----------|---------------------|---------------|
|  | Connect Iredell Online  View Release | United States | Newspaper | Media & Information | Not Available |
|--|--|---------------|-----------|---------------------|---------------|

*Data sources: [1]  similarweb [2] Alexa, [3] siteworthtraffic.com [4] Cision Digital Reach

**The data cited here by SimilarWeb represents site traffic data of worldwide unique visitors on desktop and mobile devices. Data is updated monthly.*

X

X mentions of your release on PR Newswire Properties. Total posts include reposts.

Total posts: **2**

Reposts: **0**

| Outlet Name | Potential Audience | Date Published |
|-------------|--------------------|----------------|
| | | |
| | | |

Traffic

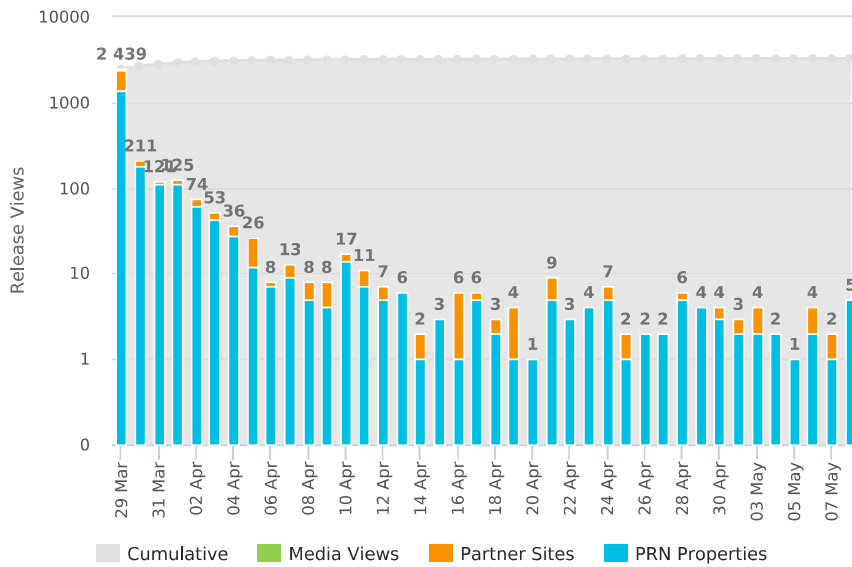
Overview

RELEASE VIEWS & HITS **3.5K** MULTIMEDIA **0**

| | |
|--------------------------|-------------|
| Release Views | 3.3K |
| Media Views | 70 |
| Public Views | 3.2K |
| Partner Sites | 1.2K |
| PR Newswire Properties | 2K |
| Release Web Crawler Hits | 208 |

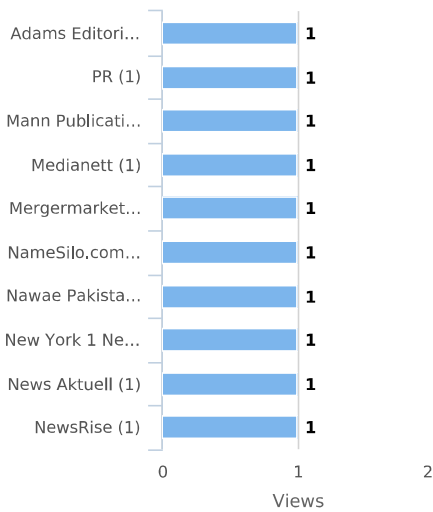
Release Views

Release Views Over Time



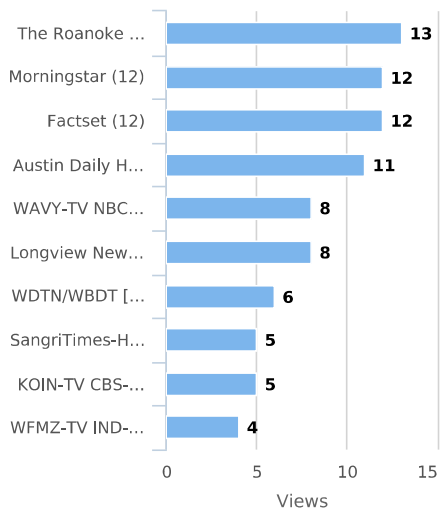
Media Views on PR Newswire for Journalists

Top 10 Outlets



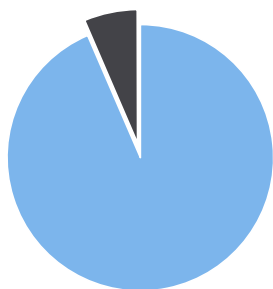
Views on Partner Sites

Top 10 Sites



Traffic to PR Newswire Properties

Type of Views



■ Desktop Views
■ Mobile/Tablet Views

Views

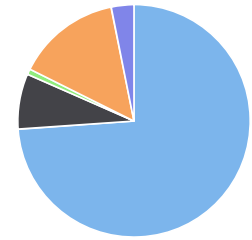
| Type | Views |
|--|--------------|
| Desktop Views | 1,898 |
| Mobile/Tablet Views | 131 |
| Total Views on PR Newswire Properties | 2,029 |

External Traffic Sources

Understand how viewers found your release.

PageID: 3983

| Source Type | Source | Instances |
|------------------------------|-----------------------|--------------|
| Direct | | 1,499 |
| Direct | Direct | 1,499 |
| ∨ Search Engine (3) | | 156 |
| Search Engine | Google | 152 |
| Search Engine | Bing | 3 |
| Search Engine | DuckDuckGo | 1 |
| ∨ Social Media (2) | | 16 |
| Social Media | X | 13 |
| Social Media | Facebook | 3 |
| ∨ PR Newswire Properties (2) | | 294 |
| PR Newswire Properties | prnewswire.com | 278 |
| PR Newswire Properties | prweb.com | 16 |
| ∨ Other Sites (9) | | 64 |
| Other Sites | en.wikipedia.org | 17 |
| Other Sites | finance.yahoo.com | 15 |
| Other Sites | usapost2021.com | 15 |
| Other Sites | wsj.com | 10 |
| Other Sites | fox44news.com | 3 |
| Other Sites | admin.vable.com | 1 |
| Other Sites | app.talkwalker.com | 1 |
| Other Sites | newsroom.ap.org | 1 |
| Other Sites | portal.prnewswire.com | 1 |
| Total | | 2,029 |



Audience

Overview

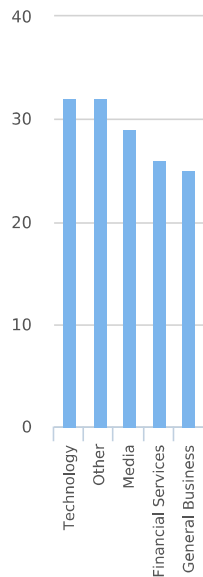
| | | | |
|---------------------------------|-----------|---------------------------------------|-----------|
| VIEWS FROM IDENTIFIED AUDIENCES | 70 | AP & INFLUENCER LIST RECIPIENTS | 67 |
| Media Views | 70 | Wire Distribution / AP Outlets | 67 |

Audience Summary

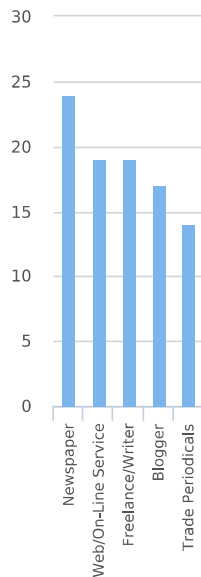
Media Demographics

A break down of the industries covered, the media types and the locations of the journalists & bloggers accessing your release on PR Newswire for Journalists.

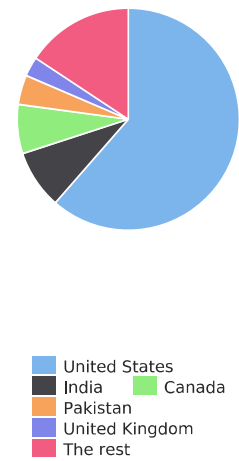
Top Industries



Top Media Types



Top Locations

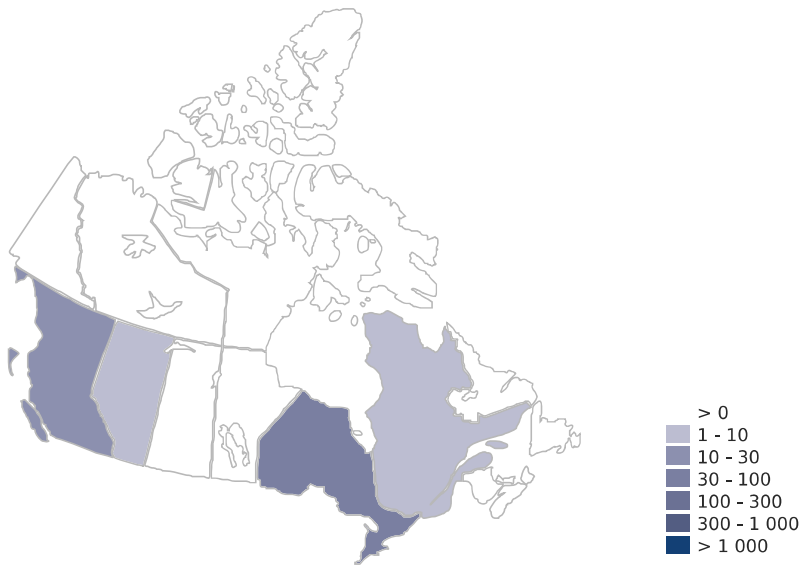
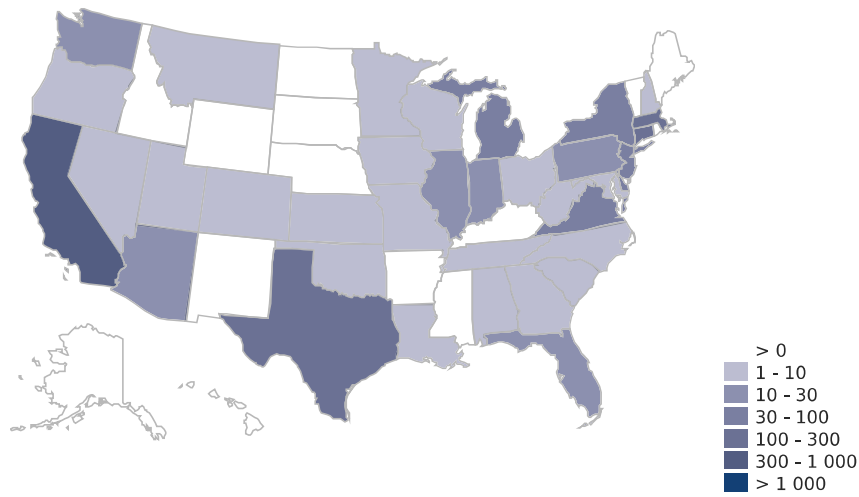
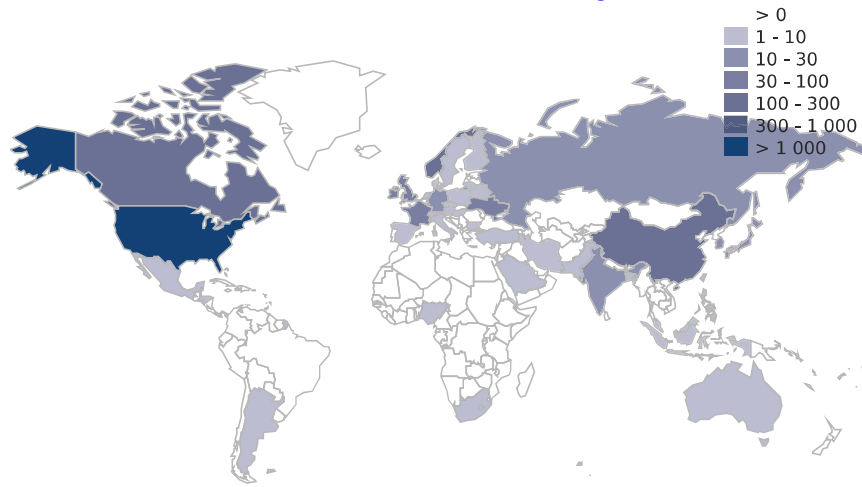


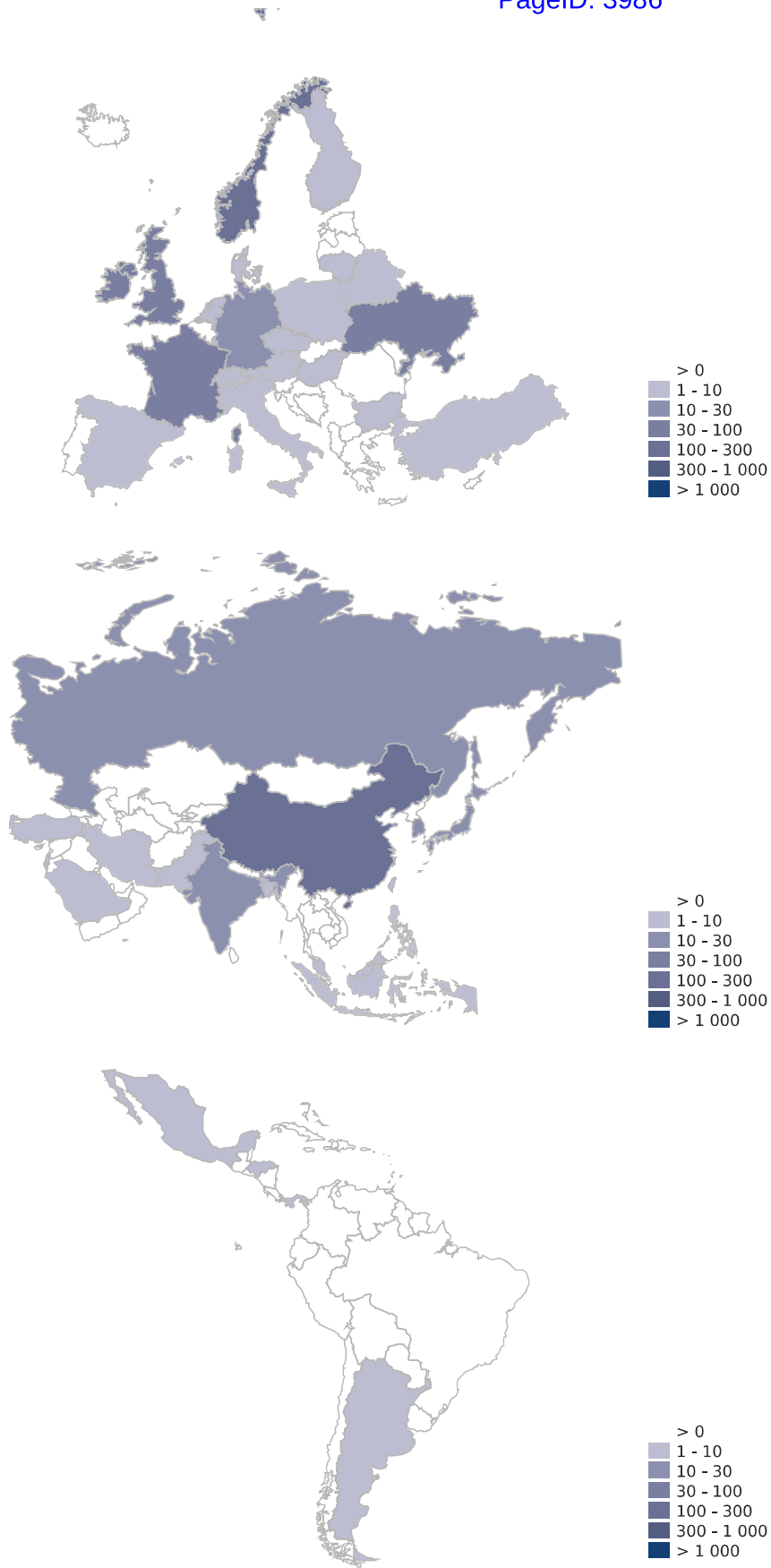
Geo-segmentation

See where views of your release originated. Hover over map to see totals by location.

Select a region:

World View





Audience Details

Media Views

See the details of each media outlet from PR Newswire for Journalists that viewed your release.

| Outlet | Industry | Source Type | Location | Views ▼ |
|------------------------------------|---|---|----------------|------------|
| Adams Editorial Services | Consumer Products, Environment, Healthcare, Heavy Industry, Other, Technology | Freelance/Writer, Trade Periodicals | United States | 1 |
| PR | Technology | Other | Malaysia | 1 |
| Mann Publications | Consumer Products, Entertainment, Features, General Business, Media, Other, Public Issues, Technology, Travel | Blogger, Freelance/Writer, Newspaper, Other, Trade Periodicals, Web/On-Line Service | United States | 1 |
| Medianett | Financial Services | Consumer Periodicals | United Kingdom | 1 |
| Mergermarket | Financial Services | Web/On-Line Service | United States | 1 |
| NameSilo.com / SAW.com | Financial Services, Media, Other, Public Issues, Technology | Blogger, Freelance/Writer, Web/On-Line Service | United States | 1 |
| Nawae Pakistan | Public Issues | Web/On-Line Service | Pakistan | 1 |
| New York 1 News | Other | Television | United States | 1 |
| News Aktuell | Other | Wire Service | Switzerland | 1 |
| NewsRise | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Freelance/Writer, Newspaper, Radio, Wire Service | Malaysia | 1 |
| NewsRx | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Web/On-Line Service | United States | 1 |
| Newsweek | Auto, Consumer Products, Energy, Financial Services, General Business, Healthcare, Heavy Industry, Sports, Technology, Transportation, Travel | Web/On-Line Service | United States | 1 |
| Next Dimension Story | Other | Other | United Kingdom | 1 |
| NJ Advance Media | Other | Web/On-Line Service | United States | 1 |
| Okinawa Marine | Broadcast, Environment, Features, Financial Services, Media, Public Issues, Technology, Transportation, Travel | Freelance/Writer, Newspaper, Web/On-Line Service, Wire Service | Japan | 1 |
| Paint & Coatings Industry Magazine | Auto, Consumer Products, Environment, General Business, Heavy Industry, Technology, Transportation | Trade Periodicals | United States | 1 |
| Randall-Reilly Publishing Co. | Transportation | Trade Periodicals | United States | 1 |
| LBM Journal | Consumer Products, Other | Trade Periodicals | United States | 1 |
| Target Aid | Other | Other | Sweden | 1 |
| WSAZ | Financial Services | Television | United States | 1 |
| WHYY | Broadcast, Energy, Entertainment, Environment, Healthcare, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Radio | United States | 1 |
| US News and World Report | Consumer Products, Other | Freelance/Writer | United States | 1 |
| TVWNews India | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Newspaper | India | 1 |
| Times of News 24x7 | Healthcare | Blogger, Other, Web/On-Line Service | India | 1 |
| The huntington news | Public Issues | Newspaper | United States | 1 |
| Supermoney.com | Energy, Environment, Financial Services, General Business, Healthcare | Freelance/Writer | United States | 1 |
| Total | | | | 70 |

| Outlet | Industry | Source Type | Location | Views ▼ |
|--------------------------------------|---|--|---------------|------------|
| Rethinking65 | Consumer Products, Financial Services, Healthcare, Media, Public Issues, Technology | Trade Periodicals | United States | 1 |
| STEWAWEL News & Information | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Radio, Television, Web/On-Line Service, Wire Service | United States | 1 |
| speniz | Auto | Blogger | United States | 1 |
| Soap Opera Network / ErrolLewis.com | Broadcast, Entertainment, Features, Media, Technology, Travel | Blogger, Freelance/Writer, Other, Television | United States | 1 |
| Sing Tao Daily Toronto Edition 多倫多星島 | Other | Newspaper | Canada | 1 |
| Scot Scoop | Features | Newspaper | United States | 1 |
| ROQSTAR CREW MEDIA | Broadcast, Media | Radio | United States | 1 |
| Legal Support World | Other | Blogger, Freelance/Writer | United States | 1 |
| LBM Journal | Consumer Products, Heavy Industry, Media | Consumer Periodicals, Trade Periodicals | United States | 1 |
| American City Business Journals | Consumer Products, Entertainment, Financial Services, General Business, Healthcare, Heavy Industry, Media, Sports, Technology | Newspaper | United States | 1 |
| Cision (PR Newswire) | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service | United States | 1 |
| DeLion | Environment, Financial Services, General Business, Other, Technology | Blogger, Newspaper | Canada | 1 |
| DBInformation | Environment, Technology | Trade Periodicals | Italy | 1 |
| Daily Voice | Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Web/On-Line Service | United States | 1 |
| Daily News | Other | Other | South Africa | 1 |
| Cognizant | Auto, General Business, Technology | Blogger, Freelance/Writer | India | 1 |
| CNBC-TV18 | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Web/On-Line Service | India | 1 |
| cision | Auto | Blogger | United States | 1 |
| Economic Review | Auto, Energy, Features, Financial Services, Media, Public Issues, Sports | Freelance/Writer, Newspaper, Trade Periodicals | Pakistan | 1 |
| Chemical Processing | Energy, Environment, General Business, Heavy Industry, Technology | Trade Periodicals | United States | 1 |
| CHANTELLEW | Financial Services, General Business, Public Issues | Blogger | Monaco | 1 |
| Cert Center Canada | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Other, Radio, Television, Trade Periodicals, Web/On-Line Service, Wire Service | Canada | 1 |
| CBC | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Radio | Canada | 1 |
| CanGlobal Media | Auto, Broadcast, Entertainment, Features, General Business, Heavy Industry, Media, Public Issues, Technology, Transportation, Travel | Blogger, Consumer Periodicals, Freelance/Writer, Newspaper, Radio, Television, Web/On-Line Service | Canada | 1 |
| Total | | | | 70 |

| Outlet | Industry | Source Type | Location | Views |
|-----------------------------------|---|--|---------------|-----------|
| AtmosEsp | Entertainment, Media | Other | United States | 1 |
| DMT News HD | Broadcast, Media, Public Issues, Travel | Blogger, Freelance/Writer, Newspaper, Television | Pakistan | 1 |
| EL PAIS | Consumer Products, Energy, Entertainment, Financial Services, General Business, Media, Technology, Transportation, Travel | Newspaper | United States | 1 |
| KrazzyMag | Auto, Entertainment, Financial Services, Healthcare, Media, Sports, Technology, Travel | Blogger, Other, Web/On-Line Service | India | 1 |
| HomeArtsContentandCopywriting.com | Consumer Products, Environment, Features, Other, Travel | Other | United States | 1 |
| KnowTheBuzz | Auto, Broadcast, Consumer Products, Energy, Entertainment, Environment, Features, Financial Services, General Business, Healthcare, Heavy Industry, Media, Other, Public Issues, Sports, Technology, Transportation, Travel | Newspaper | India | 1 |
| Kingsport Times-New | Other | Newspaper | United States | 1 |
| Jacksonville Journal-Courier | Auto, Consumer Products, Energy, Entertainment, Environment, Features, General Business, Healthcare, Media, Other, Public Issues, Technology, Transportation | Newspaper | United States | 1 |
| Houston Chronicle | Features | Newspaper | United States | 1 |
| HousingWire | Financial Services | Web/On-Line Service | United States | 1 |
| Honk Magazine | Entertainment, General Business, Media | Blogger, Freelance/Writer | United States | 1 |
| heart & soul | Entertainment, Healthcare, Travel | Consumer Periodicals, Radio, Web/On-Line Service | United States | 1 |
| Etarowrites | Financial Services, General Business, Other, Technology | Blogger, Freelance/Writer | Nigeria | 1 |
| GBRAR | Financial Services, General Business, Other, Technology | Trade Periodicals | United States | 1 |
| Gaceta UNAM | Environment, Features, Healthcare, Media, Public Issues, Sports, Travel | Newspaper, Web/On-Line Service | Mexico | 1 |
| Freelancer | Other | Trade Periodicals | United States | 1 |
| Freelancer | Entertainment, Features, Healthcare | Freelance/Writer, Newspaper | United States | 1 |
| ForkLog | Media, Technology | Freelance/Writer, Newspaper | Russia | 1 |
| Feather River Bulletin | Other | Newspaper | United States | 1 |
| Young Voices | Consumer Products, Healthcare, Public Issues | Newspaper | United States | 1 |
| Total | | | | 70 |

Associated Press Outlets

PR Newswire’s wire newlines include targeted distribution to the Associated Press, an essential global news network that delivers content to an extensive set of media platforms and formats. The list below represents the outlets you reach via this partnership.

| Outlet Name | City | State | Location | Type | Audience |
|------------------------|------------------|-------|----------|-----------|-------------------------------|
| FoxNews.com | New York | NY | US | Online | 32,516,438 Visitors per Month |
| CBS News Radio | New York | NY | US | Radio | 30,000,000 Broadcast Audience |
| New York Times Digital | New York | NY | US | Newspaper | 29,886,442 Visitors per Month |
| CNBC.com | Englewood Cliffs | NJ | US | Online | 26,089,261 Visitors per Month |
| abcnews.com | New York | NY | US | Online | 24,167,779 Visitors per Month |
| Yahoo Inc. | Sunnyvale | CA | US | Online | 10,030,975 Visitors per Month |

| Outlet Name | City | State | Location | Type | Audience |
|------------------------|----------|-------|----------|------------|------------------------------|
| CBS Television Network | New York | NY | US | Television | 8,088,048 Broadcast Audience |
| NBC News | New York | NY | US | Television | 6,911,848 Broadcast Audience |
| ABC News (New York) | New York | NY | US | Television | 6,785,602 Broadcast Audience |
| Wall Street Journal | New York | NY | US | Newspaper | 1,196,217 circulation |

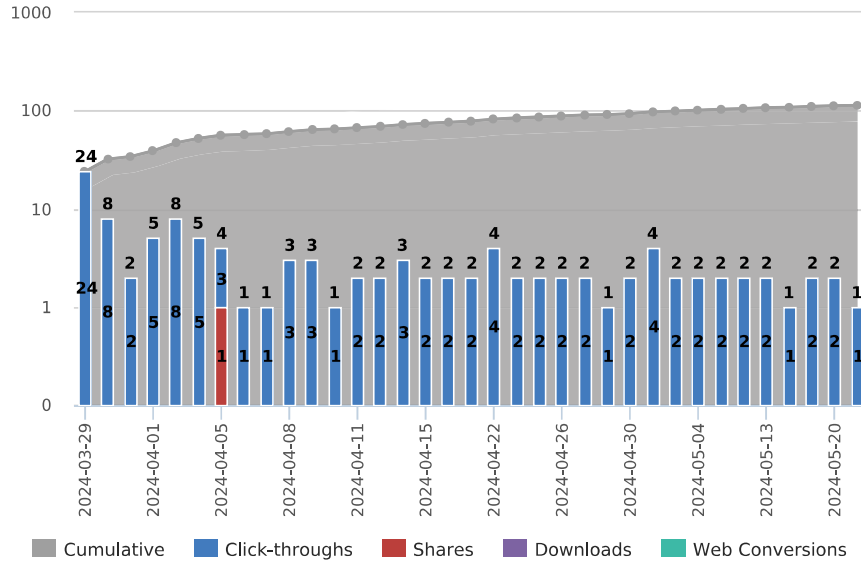
Engagement

Overview

| | |
|--------------------------|------------|
| TOTAL ENGAGEMENT ACTIONS | 113 |
| Click-throughs | 112 |
| Shares | 1 |

Engagement Timeline

See when your audience engaged with your release.



Engagement Details

A break down of click-throughs, shares and other engagement actions.

Click-throughs

The number of times your release sent visitors to the pages you linked to

| URL | Click-throughs |
|---|----------------|
| https://www.nationalparkpfassettlement.com/?utm_source=PRN&utm_medium=MoreInfo&utm_campaign=NatParkPFAS | 93 |
| https://www.nationalparkpfassettlement.com/?utm_source=PRN | 19 |
| Total | 112 |

Shares

A breakdown of the types of sharing your release generated.

| Type of share | Shares |
|---------------------|----------|
| Print | 1 |
| Total Shares | 1 |

Exhibit C

INDEPTH

NATIONAL SECURITY

Moscow rampage reveals the ambition, and deadly reach, of ISIS successor groups

Even before this month's massacre in Russia, ISIS spinoffs were growing bolder.

Joby Warrick, Robyn Dixon and Souad Mekhennet Washington Post

A few months before being killed in a U.S. Special Forces raid in 2019, ISIS leader Abu Bakr al-Baghdadi released a final video message that symbolically passed the torch to far-flung followers in distant lands. His self-declared caliphate had been defeated, he acknowledged, and it was now up to the terrorist group's regional chapters to carry out "revenge operations" around the world. "Our battle today is one of attrition and stretching the enemy," Baghdadi said in the April 2019 video, released just after the fall of ISIS' last stronghold in Syria. "They should know that jihad is ongoing until the Day of Judgment."

The March 22 bloodbath at a suburban Moscow concert hall is but the latest reminder of how effectively Baghdadi's brutal vision is being carried out. While his self-proclaimed Middle East "caliphate" is in ruins, a constellation of ISIS regional affiliates is gaining strength in many parts of the globe, fueled by a mix of traditional grievances as well as new ones, including the war in Gaza, counterterrorism officials and experts say.

Some ISIS chapters or "provinces" in Africa now support large, well-equipped armies. Especially in West Africa and the Sahel region, they have repeatedly shown an ability to seize and hold territory and beat back government forces when they try to intervene, counterterrorism officials and experts say.

By contrast, ISIS-Khorasan, or ISIS-K — the hyperviolent group linked to the Moscow attack — appears to be increasingly specializing in external attacks. The group has dispatched terrorist operatives to Russia, Iran and Turkey while also plotting attacks against Western countries, including the United States, U.S. intelligence reports show. In just two attacks so far this year, in Iran and Russia, ISIS-K terrorists targeted large groups of civilians, killing nearly 250 people — massacres that were celebrated by the ISIS propaganda organs as proof that the group is again on the ascent.

"For ISIS, these operations are its way of sending a message to the world that it remains a relevant, deadly threat," said Rita Katz, an expert on violent extremist organizations and founder of SITE Intelligence Group, which monitors and analyzes social media postings by the ISIS.

ISIS-K considered the most brutal, cruel and operationally oriented splinter group, is rapidly evolving by establishing cells and seeking recruits across Central Asia. Specifically it has been recruiting those who speak Tajik, Uzbek, Farsi (the dominant and official language of Iran) and other local languages, she said. "Today it is a deadly and capable 'province' whose tentacles reach across Central Asia, including in regions of



A Russian soldier secures an area as the Crocus City Hall goes up in flames on the outskirts of Moscow on March 22. ISIS-K said it carried out the attack. Dmitry Serebryakov, AP

former Soviet states," Katz said. ISIS-K quickly claimed responsibility for the March 22 rampage through the Crocus City Hall concert and retail venue in Krasnogorsk, a few miles west of central Moscow. U.S. counterterrorism officials believe it was ISIS-K, specifically, that recruited the four gunmen who fired automatic weapons at concertgoers before setting fire to the building, killing at least 143 in one of the deadliest terrorist attacks in the history of modern Russia.

1,100 ATTACKS IN 12 MONTHS

More attacks may be coming, counterterrorism officials warn. In a development that has been largely overshadowed by the conflicts in Ukraine and Gaza, ISIS-K and other regional groups have been expanding in size and ambition in recent years.

In the past 12 months, iterations of ISIS have claimed responsibility for more than 1,100 attacks that killed or wounded nearly 5,000 people globally, according to a terrorism monitoring project launched this month by the Washington Institute for Near East Policy, or WINEP, a think tank. An ISIS group in Mali, in North Africa's Sahel region, seized portions of two provinces last year, and other African affiliates have taken over towns in Somalia and in Mozambique's Cabo Delgado regions, according to WINEP researcher Aaron Zelin.

Even in Syria and Iraq, where thousands of ISIS fighters dispersed after a four-year campaign by a U.S.-led military coalition, the terror group remains a potent threat, said Dana Stroul, the Pentagon's deputy assistant secretary for the Middle East during the first three years of the Biden administration.

"The group remains capable of planning and executing small-scale attacks," Stroul said. ISIS leaders in Syria appear particularly focused on engineering breakouts at prisons and detention camps, she said.

But it is ISIS-K that has emerged as ISIS' main affiliate for conducting external attacks. The Moscow attack came two months after a pair of suicide bombers killed 100 people at a memorial ceremony in southeastern Iran, an attack also claimed by ISIS-K.

The splinter group was founded in Afghanistan in 2015. It is become infamous

for the 2021 suicide bombing outside the Kabul airport that killed 170 Afghan civilians and 13 U.S. service members.

Subsequently, ISIS-K focused on undermining the Taliban's rule of Afghanistan. While the Taliban has succeeded in killing many of the group's leaders — including the mastermind of the Kabul bombing — ISIS-K adapted by establishing roots across neighboring countries that were once part of the Soviet empire.

TARGETING RUSSIA

For ISIS-K and its parent organization, the targeting of Russia is deliberate.

ISIS propaganda has railed against Russian President Vladimir Putin since Moscow intervened in Syria's civil war in 2015, sending bomber aircraft and helicopters to attack rebel groups opposed to Syrian President Bashar Assad. The rebels included an array of Islamist militias, including ISIS fighters and groups backed by al-Qaeda.

Assad ultimately prevailed, mostly due to military assistance from Russia and Iran, Syria's closest ally.

Islamist groups since then have repeatedly condemned Putin as having the blood of Muslims on his hands.

Many Islamist groups also remember Putin's harsh campaign against Muslim Chechen separatists in the early 2000s.

The Chechen rebels staged a mass hostage-taking at a Moscow theater in 2002 and carried out three deadly suicide bombings in Moscow's Metro in the 2000s.

Russia's deadliest terrorist attack was carried out by Chechen terrorists who besieged a school in the town of Beslan in the northern Caucasus region in 2004, holding 1,100 people hostage. The siege ended in chaotic assault by Russian security forces, who used heavy weapons. Nearly 350 people were killed, including 186 children.

ISIS-K EXPANDS OPERATIONS

More recently, ISIS-K appears to have assumed the mantle as chief avenger.

In September 2022, ISIS-K claimed responsibility for a bomb attack outside the Russian Embassy in Kabul, which killed two employees and three other people.

Last year, ISIS-K set up a Tajik language propaganda network, ramping up efforts to recruit members in autocratic Central Asian states, which the group portrays as Mos-

cow's puppets. Multiple Telegram channels in Tajik, Uzbek and Russian transmit ISIS propaganda and glorify Tajik militants who have taken part in attacks in Afghanistan, Iran, Tajikistan and Uzbekistan.

The four men accused of carrying out the March 22 attack were identified in Russian media as Tajik migrant workers, at least three of whom had Russian registration papers.

The attacks highlighted Russia's continued vulnerability to attacks by Islamist militants.

Russian officials at first tried to blame Ukraine for the attack. Addressing the nation the day after the attacks, Putin spoke about Ukraine and Russia's fight against Nazi Germany, but said nothing about Islamist extremists. The next day, he finally admitted that Islamic extremists were involved.

Images and video showing the perpetrators before and during the attack had been posted online by the ISIS-linked media outlet Amaq News Agency, appearing to confirm their identity.

In an indication of Moscow's ongoing concern, Putin on March 23 telephoned leaders of Kazakhstan, Uzbekistan, Tajikistan, Turkey and Syria, all nations where ISIS militants are known to operate or to recruit members. In recent years, Russia's Federal Security Service also has reported multiple operations against ISIS militants, including an ISIS-K cell in Kaluga, southwest of Moscow, this month, which was allegedly planning an attack on a Moscow synagogue.

At a meeting of security officials last October, Russia's FSB director Alexander Bortnikov warned that ISIS-K members now numbered more than 6,500 and could start launching attacks outside of Afghanistan "in the near future." U.S. intelligence reports, some of them leaked last year on the Discord messaging platform, also cited ISIS-K plots targeting European and Asian countries as well as "aspirational plotting" against the United States. The leaked documents revealed specific efforts to target embassies, churches, business centers and the 2022 FIFA World Cup soccer tournament in Qatar.

Neither ISIS nor ISIS-K have linked the Russian attacks to the fighting in Gaza. But the deaths of Palestinians during Israel's campaign against Hamas have prominently featured on social media platforms as incentive for new waves of attacks, including against Western countries.

While ISIS has historically opposed Hamas because of its Iranian ties, ISIS spokesmen have honored Hamas' Oct. 7 attacks on Israel as a model for a low-tech terrorist campaign that produces high numbers of casualties and enormous media attention, according to Middle Eastern and European intelligence officials.

"Hamas has succeeded in being in the media for months now, and that has created a situation where other jihadist groups feel the need to prove to their followers and members that they can also hit strong countries," said a U.S. Arab intelligence official.

An European intelligence official, who also spoke on the condition of anonymity, said his government expected that aspiring terrorists, enraged by Gaza, will draw inspiration from the events at the Moscow concert hall. Likewise, he said, the attack could provide fresh encouragement for ISIS factions competing with one another for money, recruits and recognition.

"We have unfortunately to prepare ourselves," the official said, "for a scenario where there will be other attempts made."

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 Solvas Specialty Polymers ("SPA") and Arkema Inc. ("Defendants") owned and operated a manufacturing plant which discharged per- and poly-fluorinated substances ("PFAS"), including but not limited to perfluorooctanoic acid ("PFOA") and perfluorooctanoic acid ("PFOS"), 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 February 28, 2024 ("Biomonitoring Class"), all persons who between January 1, 2019 and February 28, 2024, 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 February 28, 2024 ("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, reasonable, 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. For additional information, you may contact the Settlement Administrator at 1-844-719-4592.

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 May 27, 2024. If you do not wish to participate in the settlement, you may exclude yourself by May 27, 2024 by submitting a written request to do so. If you exclude yourself, you will not receive any benefits from the 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 May 27, 2024 and must provide the reasons why you object. Additional information about all of your options is set out in the detailed notice available at www.NationalParkPFASSettlement.com or by calling 1-844-719-4592.

The Court will hold a Settlement Hearing on June 26, 2024 at 1:30 p.m. at the Mitchell H. Cohen Building & U.S. Courthouse, 406 & Cooper Streets 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 June 5, 2024. 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 this lawsuit can be found online at www.NationalParkPFASSettlement.com.

For more information, you may contact the Settlement Administrator at 1-844-719-4592 by phone, info@NationalParkPFASSettlement.com by email, or online at www.NationalParkPFASSettlement.com.

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

IN DEPTH

ELECTION 2024

Why Trump's alarmist message on immigration may be resonating beyond his base

Roughly two-thirds of Americans now disapprove of how Biden is handling border security, including about 4 in 10 Democrats, 55% of Black adults and 73% of Hispanic adults.

Will Weissert and Jill Colvin
Associated Press

The video shared by former President Donald Trump features horror movie music and footage of migrants purportedly entering the U.S. from countries including Cameroon, Afghanistan and China. Shots of men with tattoos and videos of violent crimes are set against close-ups of people waving and wrapping themselves in American flags.

"They're coming by the thousands," Trump says in the video, posted on his social media site. "We will secure our borders. And we will restore sovereignty."

In his speeches and online posts, Trump has ramped up anti-immigrant rhetoric as he seeks the White House a third time, casting migrants as dangerous criminals "poisoning the blood" of America.

On Tuesday in Grand Rapids, Michigan, Trump delivered a speech about "Biden's border bloodbath."

Hitting the nation's deepest fault lines of race and national identity, Trump's messaging often relies on falsehoods about migration. But it resonates with many core supporters going back a decade, to when "build the wall" chants began to ring out at rallies.

President Joe Biden and his allies discuss the border very differently. The Democrat portrays the situation as a policy dispute that Congress can fix and his Republicans in Washington for backing away from a border security deal after facing criticism from Trump.

But in a potentially worrying sign for Biden, Trump's message appears to be resonating with key elements of the Democratic coalition that Biden will need to win over this November.

Roughly two-thirds of Americans now disapprove of how Biden is handling border security, including about 4 in 10 Democrats, 55% of Black adults and 73% of Hispanic adults, according to an Associated Press-NORC Center for Public Affairs Research poll conducted in March.

A recent Pew Research Center poll found that 45% of Americans described the situation as a crisis, while another 32% said it was a major problem.

Vetress Boyce, a Chicago-based racial justice activist, was among those who expressed frustration with Biden's immigration policies and the city's approach as it tries to shelter newly arriving migrants. She argued Democrats should be focusing on economic investment in Black communities, not newcomers.

"They're sending us people who are starving, the same way Blacks are starving in this country. They're sending us people who want to escape the conditions and come



Migrants wait to be processed by the U.S. Customs and Border Patrol after they crossed the Rio Grande into Eagle Pass, Texas, in October. Associated Press file photo

here for a better lifestyle when the ones here are suffering and have been suffering for over 100 years," Boyce said. "That recipe is a mixture for disaster."

'IT'S HORRIBLE'

Gracie Martinez is a 52-year-old Hispanic small business owner from Eagle Pass, Texas, the border town that Trump visited in February when he and Biden made same-day trips to the state. Martinez said she once voted for former President Barack Obama and is still a Democrat, but now backs Trump — mainly because of the border.

"It's horrible," she said. "It's tons and tons of people and they're giving them medical and money, phones," she said, complaining those who went through the legal immigration system are treated worse.

Priscilla Hesles, 55, a teacher who lives in Eagle Pass, Texas, described the current situation as "almost an overtaking" that had changed the town.

"We don't know where they're hiding. We don't know where they've infiltrated into and where are they going to come out of," said Hesles, who said she used to take an evening walk to a local church, but stopped after she was shaken by an encounter with a group of men she alleged were migrants.

Immigration will almost certainly be one of the central issues in November's election, with both sides spending the next six months trying to paint the other as wrong on border security.

The president's reelection campaign recently launched a \$30 million ad campaign targeting Latino audiences in key swing states that includes a digital ad in English and Spanish highlighting Trump's past description of Mexican immigrants as "criminals" and "rapists."

The White House has also mulled a series of executive actions that could drastically tighten immigration restrictions, effectively going around Congress after it failed to pass the bipartisan deal Biden endorsed.

"Trump is a fraud who is only out for himself," said Biden campaign spokesman Kevin M. Munoz. "We will make sure voters know that this November."

Trump will campaign Tuesday in Wis-

consin and Michigan this week, where he is expected to again tear into Biden on immigration. His campaign said his event in Grand Rapids will focus on what it alleged was "Biden's Border Bloodbath."

The former president calls recent record-high arrests for southwest border crossings an "invasion" orchestrated by Democrats to transform America's very makeup. Trump accuses Biden of purposely allowing criminals and potential terrorists to enter the country unchecked, going so far as to claim the president is engaged in a "conspiracy to overthrow the United States of America."

He also casts migrants — many of them women and children escaping poverty and violence — as "poisoning the blood" of America with drugs and disease and claimed some are "not people." Experts who study extremism warn against using dehumanizing language in describing migrants.

VIOLENT CRIME IS DOWN

There is no evidence that foreign governments are emptying their jails or mental asylums as Trump says. And while conservative news coverage has been dominated by several high-profile and heinous crimes allegedly committed by people in the country illegally, the latest FBI statistics show overall violent crime in the U.S. dropped again last year, continuing a downward trend after a pandemic-era spike.

Studies have also found that people in the U.S. illegally are far less likely than native-born Americans to have been arrested for violent, drug and property crimes.

"Certainly the last several months have demonstrated a clear shift in political support," said Krish O'Mara Vignarajah, head of the immigrant resettlement group Global Refugee and a former Obama administration and State Department official.

"I think that relates to the rhetoric of the past several years," she said, "and just this dynamic of being outmatched by a loud, extreme of xenophobic rhetoric that hasn't been countered with reality and the facts on the ground."

Part of what has made the border such a salient issue is that its impact is being felt far from the border.

Trump allies, most notably Texas Gov. Greg Abbott, have used state-funded buses to send more than 100,000 migrants to Democratic-led cities like New York, Denver and Chicago, where Democrats will hold this summer's convention. While the program was initially dismissed as a publicity stunt, the influx has strained city budgets and left local leaders scrambling to provide emergency housing and medical care for new groups of migrants.

Local news coverage, meanwhile, has often been negative. Viewers have seen migrants blamed for everything from a string of gang-related New Jersey robberies to burglary rings targeting retail stores in suburban Philadelphia to measles cases in parts of Arizona and Illinois.

Abbott has deployed the Texas National Guard to the border, placed concertina wire along parts of the Rio Grande in defiance of U.S. Supreme Court orders, and has argued his state should be able to enforce its own immigration laws.

CIVIL WAR?

Some far-right internet sites have begun pointing to Abbott's actions as the first salvo in a coming civil war. And Russia has also helped spread and amplify misleading and incendiary content about U.S. immigration and border security as part of its broader efforts to polarize Americans. A recent analysis by the firm Logically, which tracks Russian disinformation, found online influencers and social media accounts linked to the Kremlin have seized on the idea of a new civil war and efforts by states like Texas to secede from the union.

Amy Coover, who directs research at the Center on Terrorism, Extremism and Counterterrorism at the Middlebury Institute of International Studies, worries the current wave of civil war talk will only increase as the election nears. So far, it has generally been limited to far-right message boards. But immigration is enough of a concern generally that its political potency is intensified, Coover said.

"Non-extremist Americans are worried about this, too," she said. "It's about culture and perceptions about who is an American."

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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-fluorinated substances ("PFAS"), including but not limited to perfluorooctanoic acid ("PFOA") and perfluorooctanoic acid ("PFDA"), which allegedly entered the municipal water supply ("Property") in the Borough of National Park, Gloucester County, New Jersey ("Borough of National Park"). PFAS as 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.

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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 www.NationalParkPFASSettlement.com or by calling 1-844-719-4592.

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INDEPTH

HEALTH

Bird flu in humans, explained

More outbreaks in cattle and chickens have been reported. And in Texas, a person caught the bird flu from a cow. Here's what to know about H5N1, its symptoms and treatment, and its risk to humans and pets.

Lindsey Bever, Annabelle Timsit, Rachel Roubein and Lena H. Sun
Washington Post

A poultry facility in Michigan and egg producer in Texas both reported outbreaks of avian flu this week. The latest developments on the virus also include infected dairy cows and the first known instance of a human catching bird flu from a mammal — a cow.

Dr. Mandy Cohen, the director of the Centers for Disease Control and Prevention, told The Associated Press that the agency is taking bird flu seriously, but stressed that the virus has already been well studied.

"The fact that it is in cattle now definitely raises our concern level," Cohen said, noting that it means farmworkers who work with cattle — and not just those working with birds — may need to take precautions.

The good news is that "it's not a new strain of the virus," Cohen said. "This is known to us and we've been studying it, and frankly, we've been preparing for avian flu for 20 years."

The risk to the general public remains low, but experts are concerned about the possibility of H5N1 virus, or bird flu, evolving and more easily spreading from birds to other mammals.

What is happening?

In the U.S., this version of the bird flu has been detected in wild birds in every state, as well as commercial poultry operations and backyard flocks. Nationwide, tens of millions of chickens have died from the virus or been killed to stop outbreaks from spreading.

Last week, U.S. officials said it had been found in livestock. By this week, it had been discovered in dairy herds in five states — Idaho, Kansas, Michigan, New Mexico and Texas — according to the U.S. Department of Agriculture.

Among the latest cases we've heard about this week:

- Texas health officials announced that a person who had been in contact with cows — presumed to be infected with H5N1 — had been diagnosed with highly pathogenic avian influenza, or HPAI A — the H5N1 virus. The person's only reported symptom was eye redness.
- The largest egg producer in the country said that it temporarily ceased operations at one of its Texas facilities after detecting bird flu in chickens. Cal-Maine Foods said it had culled about 1.6 million hens and 337,000 pullets (or young hens) after some of its chickens at a Farmer County, Texas, facility tested positive for HPAI. The culled chickens represent 3.6% of its flock as of March 2.



Shutterstock

Michigan's Department of Agriculture and Rural Development announced that bird flu had been detected at a commercial poultry plant in Ionia County, "the fourth detection of HPAI in a commercial facility" since the virus was first spotted in the state in 2022.

So what is bird flu?

Avian influenza is a disease caused by influenza A viruses that spread widely among wild birds, particularly aquatic birds, birds of prey and waterfowl, but also domestic birds such as poultry. In the United States, HPAI has been detected in more than 9,000 wild birds and affected more than 82 million commercial poultry and backyard flocks since early 2022, according to data from the CDC.

According to the World Organization for Animal Health, avian influenza viruses can survive for long periods in cold temperatures on surfaces such as farm equipment, which allows them to spread from farm to farm.

Can humans catch bird flu?

It is rare, but humans can become infected with bird flu if they come into close contact with infected birds, whether the birds are dead or alive, or with surfaces that may have been contaminated by an infected bird's saliva or feces.

Although the virus has been detected in wild mammals such as red foxes, raccoons, opossums and skunks (probably from eating infected wild birds) experts said the virus poses a low risk to humans. Two human cases have been reported in the United States, including the case in Texas that the CDC announced Monday.

The first case occurred in 2022 when a person in Colorado with direct exposure to poultry tested positive for the same strain.

Infections could range from mild cases such as conjunctivitis — an eye infection that could occur after handling contaminated material and then touching the eyes — to more serious but rare respiratory infections, experts said.

The virus typically doesn't infect the human respiratory tract, because humans don't have the receptors in their throats,

noses or upper respiratory tracts that are susceptible to the current bird flu strain.

A person would need to breathe in a large amount of the virus — by sweeping up and inhaling infected fecal matter deep into the lungs, for example — to develop a respiratory infection from the virus, said William Schaffner, a professor of infectious diseases and preventive medicine at Vanderbilt University.

"In those circumstances, the virus can initiate an infection in an occasional human and quickly develop into influenza pneumonia," he said, and then "the fatality rate is very high."

What are the symptoms of bird flu in humans?

Some people who are infected may not experience symptoms, according to the CDC. Others may have mild symptoms such as conjunctivitis or flu-like symptoms — fever, cough, sore throat, body aches, headaches, fatigue and, in more serious cases involving pneumonia, trouble breathing.

The symptoms of bird flu depend on the strain of the virus with which each person becomes infected. The strains that have caused most of the human infections in the past 25 years are H5N1 and H7N9, the CDC said.

Bird flu infection is diagnosed in a lab, usually by swabbing your nose and throat.

How is it treated?

People who contract bird flu are typically treated with supportive care and, in serious cases, with ventilators to help them breathe. There are also antiviral medications that are effective at treating the current strains, Schaffner said.

Is there a bird flu vaccine for humans?

Yes, there are vaccines for the bird flu. But they would need to be tested to see if they're a match for this specific strain. Vaccine manufacturing would then need to be scaled up and mass produced.

Can bird flu kill humans?

Yes, it can be fatal, mainly when the virus gets into the lungs and causes influenza pneumonia, but that is rare.

According to the World Health Organization, between January 2003 and February 2024, there were 887 laboratory-confirmed cases of human infection with H5N1 reported globally from 23 countries. Of those who were infected, there were 462 deaths. While these numbers might seem scary, experts caution that the risk to the general public is low and that there is no evidence of sustained human-to-human transmission.

Could bird flu become the next pandemic?

Each time there is highly pathogenic avian influenza outbreak, it triggers concern that the virus could mutate to infect humans more readily and start spreading from person to person.

That happened with swine flu in 2009, when pigs became simultaneously infected with avian influenza and human influenza. The two viruses exchanged their genetic material inside the pigs, allowing the bird flu to use the genetic blueprint from the human flu to spread among people.

Such a pandemic cannot be predicted because this exchange of genetic material is a random event.

"If anything, the odds are against it," Schaffner said, noting that bird flu strains are circulating all the time and do not pose a risk to humans. Although the strain has infected some mammals — including mink, causing an outbreak at a Spanish farm in October 2022 — "that doesn't necessarily mean it's going to pick up the capacity to spread to humans," he said.

Can dogs and cats catch bird flu?

Dogs have contracted avian influenza strains in the past, said Carl Cardona, chair of avian health at the University of Minnesota. But because the family dog or cat is not typically in contact with infected birds like wild animals are, their risk is low, he said.

Still, experts warned against letting dogs or cats eat dead birds for a variety of health reasons.

"If you are keeping your cat indoors and you're keeping your dog on a leash, I don't see any reason that you would be expecting to see an infection," Cardona said.

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Legal Notice

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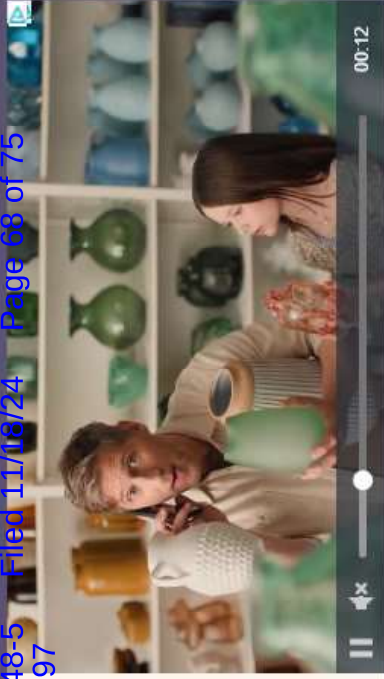
Exhibit D



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10 Day Weather - National Park, NJ

As of 2:00 pm EDT

| | | | | | | |
|---|--|--|--|--|--|---|
| <p>Mon 01 Day</p> <p>53°</p> <p>Cloudy skies. High 53F. Winds NNE at 5 to 10 mph.</p> <p>Humidity 83%</p> <p>Sunrise 6:43 am</p> | <p>Mon 01 Night</p> <p>46°</p> <p>Cloudy with rain developing after midnight. Low 46F. Winds NE at 5 to 10 mph. Chance of rain 90%.</p> <p>Humidity 81%</p> <p>Moonrise 2:14 am</p> <p>Waning Gibbous</p> | <p>Mon 01 Day</p> <p>46°</p> <p>Cloudy with rain developing after midnight. Low 46F. Winds NE at 5 to 10 mph. Chance of rain 90%.</p> <p>Humidity 81%</p> <p>Moonrise 2:14 am</p> <p>Waning Gibbous</p> | <p>Tue 02</p> <p>49°/43°</p> <p>Rain</p> <p>Humidity 81%</p> <p>Sunrise 6:43 am</p> | <p>Wed 03</p> <p>49°/40°</p> <p>Rain</p> <p>Humidity 81%</p> <p>Sunrise 6:43 am</p> | <p>Thu 04</p> <p>51°/37°</p> <p>PM Showers</p> <p>Humidity 81%</p> <p>Sunrise 6:43 am</p> | <p>Fri 05</p> <p>49°/37°</p> <p>Partly Cloudy</p> <p>Humidity 81%</p> <p>Sunrise 6:43 am</p> |
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Split-Second Timing

Camera Captures Amazing Strike On Jet

Atmosphere

by The Weather Channel

The Best Eco-Friendly...

Men's College Basketball Scoreboard

WED APR 3 THU APR 4 FRI APR 5 SAT APR 6 SUN APR 7 MON APR 8 TUE APR 9

NCAA Tournament

Saturday, April 6, 2024

Odds by **ESPNBET**

6:09 PM - TBS

11 NC State (26-14)

1 Purdue (33-4)

Men's Basketball Championship - Final Four

State Farm Stadium
Glendale, AZ

Tickets as low as \$304

Spread: PUR -8.5 • Total: 145.5

NC State

Roster Statistics Schedule

Purdue

Roster Statistics Schedule

GAMECAST

8:49 PM - TBS

4 Alabama (25-11)

1 UConn (35-3)

Men's Basketball Championship - Final Four

State Farm Stadium
Glendale, AZ

Tickets as low as \$304

Spread: CONN -11.5 • Total: 161.5

Alabama

Roster Statistics Schedule

UConn

Roster Statistics Schedule

GAMECAST

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The stats behind SMU hiring Andy Entfield

Now Playing

Pat McAfee marvels at Zach Edey after 40-point performance vs. Tennessee

McAfee: It's an honor to watch UConn play basketball



West Deptford Local News 43,491 visits in the last 30 days

Gloucester Township, NJ | Breaking News | 2h

Crash With Injuries, 20-Minute Delays On I-295 In Camden Co.: NJDOT

2 of 3 southbound lanes are closed in the area of the crash, officials said.



Josh Bakan, Patch Staff

Haddonfield-Haddon Township, NJ | News | 4h

Head-On Crash Kills Man In South Jersey: Police

The decedent was a father to several children, and his wife is 7 months pregnant, according to a GoFundMe.



Josh Bakan, Patch Staff

Across America, US | Sponsored | May 3

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Whether you need a one-time deep cleaning or want to book a standing appointment, hiring a professional is the way to go.



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NJ Poison Control Center, Community Contributor

Featured Events ⓘ

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How To Remove Car Scratches

Stop neglecting your car, fix scratches and scuffs in 30 seconds with this new car gadget

officialnanosparkle.com

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Case ID: 4000

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Will California's minimum wage law impact fast food workers?

Fast food workers in California will receive \$20 minimum wage starting Monday April 1st. But what does that mean for jobs?

MONEY 12:57 p.m. ET April 1



Crews scramble to build channel for 'essential' ships in Baltimore

NATION 1:46 p.m. ET April 1



A gas station supplement nearly killed her. Why many won't talk about this 'dark secret.'

HEALTH AND WELLNESS 1:57 p.m. ET April 1



Caitlin Clark, Angel Reese make women's tournament must-see TV. Again.

One year after Caitlin Clark, Angel Reese sent increasing interest in women's sports into stratospheric territory, they meet again in NCAA Tournament.

NANCY ARMOUR 6:11 a.m. ET April 1



Easter brunch shooting in Nashville leaves 1 dead, 7 injured

Police are searching for the suspect involved in a shooting at Roasted, a Nashville coffee shop. The shooting left one person dead and seven injured.

NATION 7:43 a.m. ET Apr. 1



Trump's New York fraud trial was civil, not criminal

The case is civil, not criminal, which means Trump was not facing charges. The Facebook post also oversimplifies the circumstances around the trial.

COURT REPORT 8:40 a.m. ET Apr. 1

Top Headlines

Flying in America is pure hell. Airlines, the fix is simple.

OPINION Jim Sollisich

California woman missing since February found dead in Arizona: Police

Photos of Gaza's Shifa hospital show devastation after Israel ends 2-week siege

Florida city commissioner charged with using stolen money from 96-year-old

Man wearing 'Scream' mask uses chainsaw, knife to kill neighbor: Police

3-year-old boy found dead in a small pond in Alabama

1 dead, 9-year-old injured in Walmart shooting in Fayetteville, Ga.: Police

Sean 'Diddy' Combs returns to Instagram following home raids

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Borough of National Park PFAS Settlement

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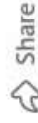
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Exhibit E

| Exclusions | | | | |
|-------------------|-------------------|------------------|--------------|----------------------|
| Severa v. Solvay | | | | |
| Count | First Name | Last Name | State | Postmark Date |
| 1 | Veronica | Montgomery | NJ | May 8, 2024 |
| 2 | William | Epting | NJ | May 8, 2024 |
| 3 | Agnes | Epting | NJ | May 8, 2024 |
| 4 | Patricia | Malerba | NJ | May 12, 2024 |
| 5 | Sandra | Podolak | NJ | May 23, 2024 |
| 6 | Glenn | Podolak | NJ | May 23, 2024 |
| 7 | Z. (a minor) | Podolak | NJ | May 23, 2024 |
| 8 | Susan | Hinkson | NJ | May 24, 2024 |
| 9 | Albert | Hinkson | NJ | May 24, 2024 |
| 10 | Brandon | Riggio | NJ | May 28, 2024 |

EXHIBIT 2

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

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2700 PACIFIC AVENUE
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P: 609 729 1333; F: 609 522 4927

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FRANK L. CORRADO
OLIVER T. BARRY* ♦
SUZANNE PASLEY
ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA ♦

OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
♦MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

November 15, 2024

Via First Class Mail



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Mr. Epting:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

Your request to opt back into the settlement and claim form (if applicable) must be postmarked by December 10, 2024. If you do not do so, then you will remain excluded from this settlement.

If you have any questions or concerns, please feel free to contact the Class Administrator at 1-844-719-4592 or info@NationalParkPFASSettlement.com, or visit the dedicated settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S" and "F".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

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(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

**Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by
merger to Solvay Solexis, Inc.**

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

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dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
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rshuftan@steptoe.com

- and -

John D. North, Esq.
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Irene Hsieh, Esq.
99 Wood Avenue South
Iselin, NJ 08830
(732) 476-2630
(732) 476-2503
jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B

**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

William C & Agnes C Epting


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ___ No: ___

1. Do you currently own the property identified above?

Yes: ___ No: ___

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ___

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

MAILING ADDRESS:
2700 PACIFIC AVENUE
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P: 609 729 1333; F: 609 522 4927

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OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
♦MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

November 15, 2024

Via First Class Mail



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Ms. Epting:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

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PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

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If you have any questions or concerns, please feel free to contact the Class Administrator at 1-844-719-4592 or info@NationalParkPFASSettlement.com, or visit the dedicated settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S" and "F".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

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WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

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8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

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WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

8 Kings Highway West, Suite B

Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

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dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
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- and -

John D. North, Esq.
Jemi G. Lucey, Esq.
Irene Hsieh, Esq.
99 Wood Avenue South
Iselin, NJ 08830
(732) 476-2630
(732) 476-2503
jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B

**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

William C & Agnes C Epting


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ____ No: ____

1. Do you currently own the property identified above?

Yes: ____ No: ____

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ____ No: ____

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ___

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

| | |
|------------|-------------------------|
| Name _____ | Duration of lease _____ |
| Name _____ | Duration of lease _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

| | | |
|------------------------------|---------------------------|-------------|
| _____ | _____ | _____ |
| <i>Claimant Name (Print)</i> | <i>Claimant Signature</i> | <i>Date</i> |

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

MAILING ADDRESS:
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WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
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ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA ♦

OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
♦MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

November 15, 2024

Via First Class Mail

ry

**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Ms. Montgomery:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

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Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S" and "F".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
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Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

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Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

1285 Avenue of the Americas

New York, NY 10019-6064

(212) 373-3000

twells@paulweiss.com

dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
Robert L. Shuftan, Esq. (*pro hac vice*)
227 West Monroe Street, Suite 4700
Chicago, IL 60606
(312) 577-1245
rshuftan@steptoe.com

- and -

John D. North, Esq.
Jemi G. Lucey, Esq.
Irene Hsieh, Esq.
99 Wood Avenue South
Iselin, NJ 08830
(732) 476-2630
(732) 476-2503
jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B

**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Veronica Montgomery


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ___ No: ___

1. Do you currently own the property identified above?

Yes: ___ No: ___

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ____

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

November 15, 2024

Via First Class Mail
Sandra E Watterson
Glenn Podolak



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Watterson and Podolak Family:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

Your request to opt back into the settlement and claim form (if applicable) must be postmarked by December 10, 2024. If you do not do so, then you will remain excluded from this settlement.

MAILING ADDRESS:
2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
CHERRY HILL, NEW JERSEY 08002

WWW.CAPELEGAL.COM

STEPHEN W. BARRY*
FRANK L. CORRADO
OLIVER T. BARRY*◆
SUZANNE PASLEY
ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA◆

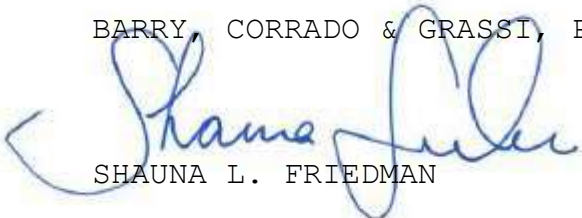
OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
◆MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

If you have any questions or concerns, please feel free to contact the Class Administrator at 1-844-719-4592 or info@NationalParkPFASSettlement.com, or visit the dedicated settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S" and "F".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

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STIPULATION AND
AGREEMENT OF SETTLEMENT**

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WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

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DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

8 Kings Highway West, Suite B

Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

1285 Avenue of the Americas

New York, NY 10019-6064

(212) 373-3000

twells@paulweiss.com

dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
Robert L. Shuftan, Esq. (*pro hac vice*)
227 West Monroe Street, Suite 4700
Chicago, IL 60606
(312) 577-1245
rshuftan@steptoe.com

- and -

John D. North, Esq.
Jemi G. Lucey, Esq.
Irene Hsieh, Esq.
99 Wood Avenue South
Iselin, NJ 08830
(732) 476-2630
(732) 476-2503
jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B


**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Sandra E Watterson


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ___ No: ___

1. Do you currently own the property identified above?

Yes: ___ No: ___

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ____

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

MAILING ADDRESS:
2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
CHERRY HILL, NEW JERSEY 08002

November 15, 2024

Via First Class Mail



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Ms. Malerba:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

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If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

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WWW.CAPELEGAL.COM

STEPHEN W. BARRY*
FRANK L. CORRADO
OLIVER T. BARRY*◆
SUZANNE PASLEY
ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA◆

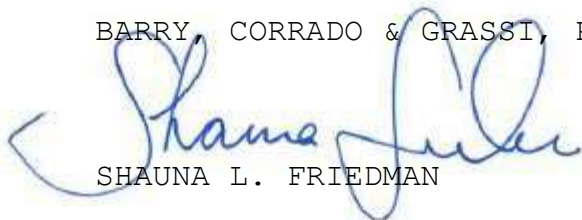
OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
◆MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

If you have any questions or concerns, please feel free to contact the Class Administrator at 1-844-719-4592 or info@NationalParkPFASSettlement.com, or visit the dedicated settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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a. The Personal Injury Claimant obtains an affidavit from a physician licensed to practice medicine in the United States (“Physician”) averring that, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

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WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

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Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

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Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

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rshuftan@steptoe.com

- and -

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Exhibit B

**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Patricia Malerba


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ____ No: ____

1. Do you currently own the property identified above?

Yes: ____ No: ____

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ____ No: ____

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ____

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

MAILING ADDRESS:
2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
CHERRY HILL, NEW JERSEY 08002

November 15, 2024

Via First Class Mail



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Mr. Riggio:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

Your request to opt back into the settlement and claim form (if applicable) must be postmarked by December 10, 2024. If you do not do so, then you will remain excluded from this settlement.

WWW.CAPELEGAL.COM

STEPHEN W. BARRY*
FRANK L. CORRADO
OLIVER T. BARRY*◆
SUZANNE PASLEY
ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA◆

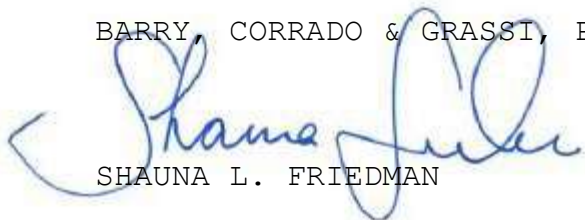
OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
◆MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

If you have any questions or concerns, please feel free to contact the Class Administrator at 1-844-719-4592 or info@NationalParkPFASSettlement.com, or visit the dedicated settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

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obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

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Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

1285 Avenue of the Americas

New York, NY 10019-6064

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twells@paulweiss.com

dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
Robert L. Shuftan, Esq. (*pro hac vice*)
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(312) 577-1245
rshuftan@steptoe.com

- and -

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Irene Hsieh, Esq.
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jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B


**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Brandon Riggio


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ___ No: ___

1. Do you currently own the property identified above?

Yes: ___ No: ___

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ____

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print)

Claimant Signature

Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

November 15, 2024

Via First Class Mail
Albert F Hinkson



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Mr. Hinkson:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

Your request to opt back into the settlement and claim form (if applicable) must be postmarked by December 10, 2024. If you do not do so, then you will remain excluded from this settlement.

If you have any questions or concerns, please feel free to

MAILING ADDRESS:
2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
CHERRY HILL, NEW JERSEY 08002

WWW.CAPELEGAL.COM

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FRANK L. CORRADO
OLIVER T. BARRY* ♦
SUZANNE PASLEY
ERIKA LEZAMA-SIMONSON
SHAUNA L. FRIEDMAN •
JOSEPH F. CERRA ♦

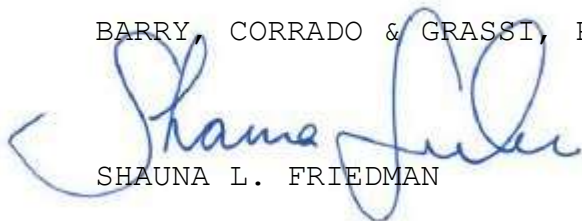
OF COUNSEL:
JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY
♦MEMBER OF NJ AND PA BARS
• MEMBER OF NJ, PA AND NY BARS

contact the Class Administrator at 1-844-719-4592 or
info@NationalParkPFASSettlement.com, or visit the dedicated
settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.



SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

8 Kings Highway West, Suite B

Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

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Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

1285 Avenue of the Americas

New York, NY 10019-6064

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twells@paulweiss.com

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cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
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Exhibit B


**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Albert F & Susan E Hinkson


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ____ No: ____

1. Do you currently own the property identified above?

Yes: ____ No: ____

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ____ No: ____

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

| | |
|------------|-----------------------------|
| Name _____ | Duration of ownership _____ |
| Name _____ | Duration of ownership _____ |

ATTACH ADDITIONAL PAGES IF NECESSARY.

SECTION TWO

PLEASE READ - *If you answer "No" to #1 below, you do not need to complete Section Two.*

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: ___

2. *If you answered "Yes" to #1, what is the address of that property?* _____

Please identify the individual(s) to whom you currently lease your property or have leased your property between January 1, 2019 and February 28, 2024, and identify the duration of the lease:

Name Duration of lease

Name Duration of lease

ATTACH ADDITIONAL PAGES IF NECESSARY.

!! YOU DO NOT NEED TO RETURN THIS CLAIM FORM IF:

- (1) You did not need to complete Section One; and**
- (2) You did not need to complete Section Two.**

CLAIMANT INFORMATION

I. Name and Address Information - Please provide your name and current home address below.

Claimant Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

II. Phone and Email Contact Information – Please provide your phone numbers and email address below

Preferred Phone Number: _____ Alternate Phone Number: _____

Email Address: _____

CERTIFICATION AND CLAIMANT SIGNATURE

By executing this Claim Form I certify, under penalty of law, that the information provided in this Claim Form is true and correct.

Claimant Name (Print) Claimant Signature Date

**Please return your completed Claim Form
Postmarked on or before May 27, 2024**

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

BARRY • CORRADO
& GRASSI, P.C.
ATTORNEYS AT LAW

November 15, 2024

Via First Class Mail

Susan E Hinkson



**Re: NOTICE OF AMENDMENT TO PROPOSED CLASS
ACTION SETTLEMENT**

Dear Ms. Hinkson:

You are receiving this letter because you chose to be excluded from the proposed settlement in the matter of Severa, et al. v. Solvay, et al., Case No.: 1:20-cv-6906. Since the submission of your opt-out notice, an amendment to the settlement has been reached among the parties. This amendment is attached hereto as **Exhibit A**, and the original settlement agreement as well as other related documents are available on the class settlement website: <https://www.nationalparkpfassettlement.com/>

At the Court's instruction, we are providing you with this supplemental notice and further providing you with an opportunity to opt back into the class settlement should you wish to do so.

If you would like to opt back into to this settlement in light of the amendment, then you must indicate in writing that you wish to do so by sending a signed request with: (a) your name and address, and (b) a statement that you wish to be included in the settlement. Your request must be mailed to the following address using the enclosed prepaid, first class mail envelope:

National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821

If applicable, you must also complete the claim form enclosed as **Exhibit B**.

Your request to opt back into the settlement and claim form (if applicable) must be postmarked by December 10, 2024. If you do not do so, then you will remain excluded from this settlement.

If you have any questions or concerns, please feel free to

MAILING ADDRESS:

2700 PACIFIC AVENUE
WILDWOOD, NEW JERSEY 08260
P: 609 729 1333; F: 609 522 4927

601 LONGWOOD AVENUE
CHERRY HILL, NEW JERSEY 08002

WWW.CAPELEGAL.COM

STEPHEN W. BARRY*

FRANK L. CORRADO

OLIVER T. BARRY*◆

SUZANNE PASLEY

ERIKA LEZAMA-SIMONSON

SHAUNA L. FRIEDMAN •

JOSEPH F. CERRA◆

OF COUNSEL:

JOSEPH C. GRASSI

*CERTIFIED CIVIL TRIAL ATTORNEY

◆MEMBER OF NJ AND PA BARS

•MEMBER OF NJ, PA AND NY BARS

contact the Class Administrator at 1-844-719-4592 or
info@NationalParkPFASSettlement.com, or visit the dedicated
settlement website at www.NationalParkPFASSettlement.com.

Very truly yours,

BARRY, CORRADO & GRASSI, P.C.

A handwritten signature in blue ink, appearing to read "Shauna L. Friedman". The signature is fluid and cursive, with a large initial "S".

SHAUNA L. FRIEDMAN

Enclosure

cc: Via E-Mail Only
Gerald Williams, Esq.
Alan Sklarsky, Esq.
Crystal Parker, Esq.
Robert Shuftan, Esq.
George Desh, Esq.
John North, Esq

Exhibit A

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

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

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

Defendants.

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

**FIRST AMENDMENT TO
STIPULATION AND
AGREEMENT OF SETTLEMENT**

Subject to the approval of the Court, this Amendment to the Parties' Stipulation and Agreement of Settlement (the "Stipulation") filed on January 29, 2024 (Dkt. 209-7), which is submitted pursuant to Fed. R. Civ. P. 23(e), is entered into among named Plaintiffs Kenneth Severa, Carol Binck, William Teti, Denise Snyder, and Jennifer Stanton ("Lead Plaintiffs"), on behalf of themselves and the Classes (as defined in the Stipulation), and Defendants Solvay Specialty Polymers USA, LLC and Solvay Solexis, Inc. (together, "Solvay"), and Arkema Inc. ("Arkema") (collectively, "Defendants"), by and through their respective counsel.

WHEREAS

A. On October 17, 2024, the Parties filed a letter with the Court setting forth proposed amendments to the Stipulation (Dkt. 243);

B. During a hearing on October 29, 2024, the Court ordered the parties to amend the Stipulation to implement the proposed edits;

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Parties, through their respective counsel, pursuant to Paragraph 36 of the Stipulation, that Paragraphs 8 and 9 of the Stipulation shall be amended to read as follows:

LIMITATION ON FUTURE PERSONAL INJURY CLAIMS

8. Neither Lead Plaintiffs nor Class Members shall bring any Personal Injury Claims against any Released Parties unless the Lead Plaintiff or Class Member who seeks to bring such a claim (a “Personal Injury Claimant”) satisfies both 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, the Personal Injury Claimant has been diagnosed with a specific, identifiable physical injury. The affidavit shall state the specific diagnosis and briefly describe the laboratory findings and/or the clinical tests, signs, or symptoms that support such diagnosis. However, the Physician need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2); and

b. The Personal Injury Claimant obtains an affidavit from a toxicologist or epidemiologist averring that the injury identified by the aforesaid Physician is one that can be caused by exposure to the particular PFAS to which the Personal Injury Claimant has been exposed. This affidavit may be based on publicly available literature or academic findings, however, the toxicologist or epidemiologist need not provide any supporting documentation with this affidavit, and the affidavit need not rise to the level of an expert report, as would be required under Fed. R. Civ. P. Rule 26(b)(2).

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

DATED: November 15, 2024

Class Counsel:

BARRY, CORRADO & GRASSI, PC

By: /s/ Shauna L. Friedman

Shauna L. Friedman, Esq.

Oliver T. Barry, Esq.

2700 Pacific Avenue

Wildwood, NJ 08260

(609) 729-1333

sfriedman@capelegal.com

obarry@capelegal.com

WILLIAMS CEDAR, LLC

By: /s/ Alan H. Sklarsky

Alan H. Sklarsky, Esq.

Gerald J. Williams, Esq.

8 Kings Highway West, Suite B

Haddonfield, NJ 08033

(856) 470-9777

asklarsky@williamscedar.com

gwilliams@williamscedar.com

Counsel for Defendants Solvay Specialty Polymers USA, LLC, successor by merger to Solvay Solexis, Inc.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: /s/ Theodore V. Wells, Jr.

Theodore V. Wells, Jr.

Daniel Toal (*pro hac vice*)

Jaren Janghorbani (*pro hac vice*)

Crystal Lohmann Parker (*pro hac vice*)

1285 Avenue of the Americas

New York, NY 10019-6064

(212) 373-3000

twells@paulweiss.com

dtoal@paulweiss.com

jjanghorbani@paulweiss.com

cparker@paulweiss.com

Counsel for Defendant Arkema Inc.

STEPTOE LLP and GREENBAUM, ROWE, SMITH, & DAVIS, LLP

By: /s/ Robert L. Shuftan
Robert L. Shuftan, Esq. (*pro hac vice*)
227 West Monroe Street, Suite 4700
Chicago, IL 60606
(312) 577-1245
rshuftan@steptoe.com

- and -

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Jemi G. Lucey, Esq.
Irene Hsieh, Esq.
99 Wood Avenue South
Iselin, NJ 08830
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(732) 476-2503
jnorth@greenbaumlaw.com
jlucey@greenbaumlaw.com
ihsieh@greenbaumlaw.com

Exhibit B


**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 February 28, 2024. 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 February 28, 2024, 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 February 28, 2024, 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 MAY 27, 2024.**

SECTION ONE

Albert F & Susan E Hinkson


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 February 28, 2024. Please continue to Section Two.*

Were you a resident of National Park at any time between January 1, 2019 and February 28, 2024?

Yes: ___ No: ___

1. Do you currently own the property identified above?

Yes: ___ No: ___

2. If you answered "No" to #2, please identify the current owner of the property, if known: _____

3. If you answered "Yes" to #2, do you share an ownership interest in this property with anyone else? Yes: ___ No: ___

4. 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 February 28, 2024, and identify the duration of their ownership, if known:

**National Park Water Settlement Administrator
PO Box 2790
Baton Rouge, LA 70821**

EXHIBIT 4



User Name: Christine Burton


Date and Time: Friday, May 24, 2024 12:31:00PM EDT

Job Number: 225102033

Document (1)

1. [*Hegab v. Family Dollar Stores, Inc., 2015 U.S. Dist. LEXIS 28570*](#)

Client/Matter: PFAs

 Positive
As of: May 24, 2024 4:31 PM Z

Hegab v. Family Dollar Stores, Inc.

United States District Court for the District of New Jersey

March 9, 2015, Decided; March 9, 2015, Filed

Civil Action No.: 11-1206 (CCC)

Reporter

2015 U.S. Dist. LEXIS 28570 *; 2015 WL 1021130

AMBRO HEGAB, individually and on behalf of other persons similarly situated, Plaintiff, v. FAMILY DOLLAR STORES, INC., Defendant.

Notice: NOT FOR PUBLICATION

Core Terms

settlement, class member, notice, class action, weighs, attorney's fees, parties, risks, expenses, settlement agreement, lodestar, factors, discovery, store manager, negotiated, approving, cases, enhancement, multiplier, class representative, litigating, terms, named plaintiff, quotation, marks, approval of the settlement, class certification, district court, final approval, percentage-of-recovery

Counsel: [*1] For AMRO HEGAB, Individually and on Behalf of All Other Persons Similarly Situated, Plaintiff: JOSEPH J. DEPALMA, MAYRA VELEZ TARANTINO, LEAD ATTORNEYS, LITE, DEPALMA, GREENBERG, LLC, NEWARK, NJ; MICHAEL JOHN PALITZ, LEAD ATTORNEY, SETH R. LESSER, KLAFTER OLSEN & LESSER LLP, RYE BROOK, NY.

For FAMILY DOLLAR STORES, INC., Defendant: JACQUELINE K. HALL, WILLIAM P. MCLANE, LEAD ATTORNEYS, KEITH J. ROSENBLATT, LITTLER MENDELSON, P.C., NEWARK, NJ.

Judges: HON. CLAIRE C. CECCHI, United States District Judge.

Opinion by: CLAIRE C. CECCHI

Opinion

OPINION

CECCHI, District Judge.

This matter comes before the Court upon Plaintiff Ambro Hegab ("Plaintiff") and Defendant Family Dollar Stores, Inc.'s ("Defendant") Joint Motion for Final Approval of a Class Action Settlement Agreement [ECF No. 53] and Plaintiffs Unopposed Motion for Attorneys' Fees, Costs, and Class Representative Enhancement [ECF No. 52]. The Court conducted a fairness hearing on February 5, 2015. Having considered the arguments by all the parties to this matter, the Court sets forth its findings below.¹

I. BACKGROUND

A. Litigation History

In March 2011, Plaintiff filed a class action complaint that follows on the heels of two similar cases filed in other district courts. See Youngblood, et al. v. Family Dollar Stores, Inc., et al., No. 09-cv-3176 and Rancharan v. Family Dollar Stores, Inc., et al. No. 10-cv-7580. The complaint alleged that Defendant violated the New Jersey Wage and Hour Law by misclassifying its store managers in New Jersey as exempt from state overtime requirements. Plaintiff sought overtime pay for all hours worked in excess of 40 per week.

On October 3, 2014, the Court issued an order conditionally certifying a settlement class of current and former store managers in New Jersey, approving the form and manner of notice proposed by the parties, appointing settlement class counsel, appointing Plaintiff Hegab as settlement class representative, and appointing Rust Consulting, Inc. ("Rust") as settlement

¹ The Court considers any arguments not presented by the parties to be waived. See Brenner v. Local 514, United Bhd. of Carpenters & Joiners, 927 F.2d 1283, 1298 (3d Cir. 1991) ("It is well established that failure to raise an issue in the district court constitutes [*2] a waiver of the argument.").

administrator. On January 29, 2014, the parties submitted a joint motion for final approval of a settlement agreement and Plaintiff filed an unopposed motion for attorneys' fees.

B. Settlement Agreement

1. Terms

The Settlement Class consists of [*3] 557 potential class members that worked as store managers in New Jersey Family Dollar stores between March 3, 2009 and October 3, 2014, Defendant agrees to pay \$1.15 million to resolve the instant action.² In exchange for payment of this sum, Defendant will receive a waiver and release of all claims that were or could have been asserted based on the alleged facts in the complaint.

2. Notice Plan

Rust was responsible for administering the court-approved notice plan. Rust established a PO Box to receive communications regarding the settlement (Lefebvre Dec. at ¶ 10) as well as a toll-free phone number for class members to call with questions regarding the settlement and a website with relevant settlement information. (*Id.* at ¶¶ 5-6.)

On November 7, 2014, Rust mailed the Notice of Proposed Settlement and Right to Opt-out along with a Claim Form (together, "Class [*4] Notice") to all 557 class members via First Class mail.³ (*Id.* at ¶ 10.) The Class Notice advised class members that they could request exclusion from the class or object to the settlement on or before December 22, 2014, or submit a claim form on or before January 6, 2015. (*Id.*) In total, 265 settlement class members filed Claim Forms,⁴

² All payments under the settlement would be made from this gross amount, including: distributions to individuals who filed proper claims, attorneys' fees and litigation costs, an enhancement for Plaintiff Hegab, the cost of administering the settlement, and all payroll and withholding taxes (if approved by the Court). (Joint Mot. at 5.)

³ After diligent efforts by Rust—including address traces-32 Class Notices remained undeliverable. (*Id.*, at ¶ 11.)

⁴ Although the Joint Motion notes a participation percentage of 45.96% because nine class members that filed untimely Claim Forms were initially excluded, Defendant has agreed not to

resulting in a participation rate of 46.68%. [ECF No. 55.] There were no objections to the settlement and no requests for exclusion. (Lefebvre Dec. at ¶¶ 15-16.)

3. Attorney Fees, Expenses, and Incentive Awards

Plaintiff requests: (1) attorneys' fees totaling \$345,000, (2) reimbursement of litigation costs and expenses in the amount of \$4,462.80, and (3) an "enhancement service award" to Plaintiff Hegab of \$7,500. (Pl.'s Mot. at 1.) The \$345,000 in attorneys' fees is [*5] 30% of the \$1.15 million settlement amount. Defendant does not oppose this motion.

II. CLASS CERTIFICATION

[Rule 23 of the Federal Rules of Civil Procedure](#) requires the Court to engage in a two-step analysis to determine whether to certify a class action for settlement purposes. First, the Court must determine if Plaintiffs have satisfied the prerequisites for maintaining a class action as set forth in [Rule 23\(a\)](#). If Plaintiffs can satisfy these prerequisites, the Court must then determine whether the requirements of [Rule 23\(b\)](#) are met. See [Fed. R. Civ. P. 23\(a\)](#) advisory committee's note. "Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems, see [Fed. R. Civ. Proc. 23\(b\)\(3\)\(D\)](#), for the proposal is that there be no trial." [Amchem Prods., Inc. v. Windsor](#), 521 U.S. 591, 620, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997). [Rule 23\(a\)](#) provides that Class Members may maintain a class action as representatives of a class if they show that (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (d) the representative parties will fairly and adequately protect the interests of the class. [Fed. R. Civ. P. 23\(a\)](#).

A. [Rule 23\(a\)](#) Factors

1. Numerosity [*6]

Courts will ordinarily discharge the prerequisite of

challenge these late claimants, thus increasing the participation percentage to 46.68%. [ECF No. 55.]

numerosity if "the class is so numerous that joinder of all members is impracticable." [Fed. R. Civ. P. 23\(a\)\(1\)](#); see also [Hanlon v. Chrysler](#), 150 F.3d 1011, 1019 (9th Cir. 1998). Plaintiffs "need not precisely enumerate the potential size of the proposed class, nor [are] plaintiff[s] required to demonstrate that joinder would be impossible." [Cannon v. Cherry Hill Toyota, Inc.](#), 184 F.R.D. 540, 543 (D.N.J. 1999) (citation omitted). "[G]enerally if the named plaintiff demonstrates the potential number of plaintiffs exceeds 40, the first prong of [Rule 23\(a\)](#) has been met." [Stewart v. Abraham](#), 275 F.3d 220, 226-27 (3d Cir. 2001) (citation omitted).

Numerosity is easily satisfied here because there were 557 potential class members and Rust mailed Claim Forms to all of them. (Lefebvre Dec. at ¶ 10.)

B. Commonality

Plaintiffs must demonstrate that there are questions of fact or law common to the class to satisfy the commonality requirement. [Fed. R. Civ. P. 23\(a\)\(2\)](#). The Supreme Court recently clarified the standard, emphasizing that a plaintiff must show that Class Members "have suffered the same injury," not merely a violation of the same law: [Wal-Mart Stores, Inc. v. Dukes](#), 131 S. Ct. 2541, 2551, 180 L. Ed. 2d 374 (2011) (quoting [Gen. Tel. Co. of the Sw. v. Falcon](#), 457 U.S. 147, 157, 102 S. Ct. 2364, 72 L. Ed. 2d 740 (1982)). Furthermore, the Court noted that commonality is satisfied where common questions "generate common answers apt to drive the resolution of the litigation." *Id.* at 2551 (citation omitted) (emphasis in original); see also [Sullivan v. DB Invs., Inc.](#), 667 F.3d 273, 299 (3d Cir. 2011). The claims of Class Members [*7] "must depend upon a common contention[,] [which] must be of such a nature that it is capable of classwide resolution - which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." [Wal-Mart](#), 131 S. Ct. at 2551. Still, "commonality does not require an identity of claims or facts among Class Members[;]" rather, "[t]he commonality requirement will be satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." [Newton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.](#), 259 F.3d 154, 183 (3d Cir. 2001) (citation omitted).

The key issue in this case is whether Defendant misclassified its store managers under New Jersey law. This question is common to all class members. Indeed, the only variation among class members is the *amount*

of overtime pay to which each class member is entitled—a problem that was remedied through the Claims Notice process. (See Lefebvre Dec. at ¶ 14.) Thus, commonality is satisfied.

C. Typicality

[Rule 23\(a\)\(3\)](#) requires that a representative plaintiffs claims be "typical of the claims . . . of the class. The typicality requirement is designed to align the interests of the class and the class representatives [*8] so that the latter will work to benefit the entire class through the pursuit of their own goals." [Barnes v. Am. Tobacco Co.](#), 161 F.3d 127, 141 (3d Cir. 1998) (citation omitted). As with numerosity, the Third Circuit has "set a low threshold for satisfying" typicality, stating that "[i]f the claims of the named plaintiffs and putative Class Members involve the same conduct by the defendant, typicality is established" [Newton](#), 259 F.3d at 183-84; see also [Baby Neal v. Casey](#), 43 F.3d 48, 58 (3d Cir. 1994). The typicality requirement "does not mandate that all putative Class Members share identical claims." [259 F.3d at 184](#) (citation omitted); see also [Hassine v. Jeffes](#), 846 F.2d 169, 176-77 (3d Cir. 1988).

Here, the claims made by named Plaintiff Hegab and those made on behalf of the other class members arise out of the same alleged conduct by Defendant—namely, the misclassification of store managers under New Jersey law. Consequently, the named Plaintiffs claims are typical of those brought by the class members at large. See, e.g., [In re Pet Food Prods. Liab. Litig.](#), 629 F.3d 333, 342 (3d Cir. 2010) (affirming the District Court's certification of the settlement class where "the claims of the class representatives [were] aligned with those of the Class Members since the claims of the representatives ar[o]se out of the same conduct and core facts"); [Grasty v. Amalgamated Clothing & Textile Workers Union](#), 828 F.2d 123, 130 (3d Cir. 1987) (holding that the District Court did not abuse its discretion in finding the typicality requirement met because [*9] the claims brought by the named plaintiffs and those brought on behalf of the class "stem from a single course of conduct"). Thus, typicality is also satisfied.

D. Adequacy of Representation

Finally, the Court must consider adequacy of representation both as to the named Plaintiff and the Class Counsel under [Rules 23\(a\)](#) and [\(g\)](#). The class

representatives should "fairly and adequately protect the interests of the class." Georgine v. Amchem Prods., Inc., 83 F.3d 610, 630 (3d Cir. 1996). Such class representatives must not have interests antagonistic to those of the class. Id. In order to find an "antagonism between [the named] plaintiff[s] objectives and the objectives of the [class]," there would need to be a "legally cognizable conflict of interest" between the two groups. Jordan v. Commonwealth Fin. Sys., Inc., 237 F.R.D. 132, 139 (E.D. Pa. 2006). In fact, courts have found that a conflict will not be sufficient to defeat a class action "unless the conflict is apparent, imminent, and on an issue at the very heart of the suit." In re Flat Glass Antitrust Litig., 191 F.R.D. 472, 482 (W.D. Pa. 1999) (quoting In re NASDAQ Market-Makers Antitrust Litig., 169 F.R.D. 493, 514 (S.D.N.Y. 1996)).

Here, there is no indication that Plaintiff Hegab's interests are antagonistic to those of the class. Plaintiff Hegab has also actively participated in the case, most notably by being deposed. (Lesser Dec. at ¶ 7.) Consequently, the adequacy requirement has been met.

Class Counsel and their respective [*10] law firms have extensive experience litigating complex class actions and obtaining class action settlements. (Lesser Dec. at ¶¶ 23-25.) Thus, the Court finds that Class Counsel has the qualifications, experience, and ability to conduct the litigation.

With this last requirement satisfied, it is clear that the Settlement Class in this case has demonstrated compliance with the elements of Rules 23(a) and (g).

E. Rule 23(b)(3) Factors

The Court must next address the question of whether the class comports with the requirements of Rule 23(b). Under 23(b)(3), the Court must find both that "the questions of law or fact common to Class Members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). As explained below, the class action in this case readily meets these requirements of predominance and superiority.

1. Questions of Law and Fact Common to the Class Predominate

To satisfy the predominance requirement, parties must

do more than merely demonstrate a "common interest in a fair compromise;" instead, they must provide evidence that the proposed class is "sufficiently cohesive to warrant adjudication [*11] by representation." Amchem Prods., Inc. v. Windsor, 521 U.S. 591, 623, 117 S. Ct. 2231, 138 L. Ed. 2d 689 (1997); see also Sullivan v. DB Invs., Inc., 667 F.3d 273, 297 (3d Cir. 2011) (noting that the predominance requirement is "more stringent" than the Rule 23(a) commonality requirement). The Third Circuit has repeatedly held that predominance exists where proof of liability depends on the conduct of the defendant. See Sullivan, 667 F.3d at 298-301 (reaffirming the Third Circuit precedent supporting this holding). "[V]ariations in state law do not necessarily defeat predominance[] and ... concerns regarding variations in state law largely dissipate when a court is considering the certification of a settlement class." Id. at 297.

Here, the class consists of individuals who served as Family Dollar store managers. As such, the class members share common questions of law and fact—*i.e.*, whether Defendant misclassified its store managers under New Jersey law. Evidence in the record supports the conclusion that common questions predominate over individual questions particular to any putative class member. Consequently, the predominance requirement is satisfied.

2. A Class Action is Superior to Other Available Methods

To demonstrate that a class action is "superior to other available methods" for bringing suit in a given case, the Court must "balance, in terms of fairness and efficiency, the merits [*12] of a class action against those of 'alternative available methods' of adjudication." Georgine v. Amchem Prods., Inc., 83 F.3d 610, 632 (3d Cir. 1996) (citing Katz v. Carte Blanche Corp., 496 F.2d 747, 757 (3d Cir. 1974) (en banc)). One consideration is the economic burden Class Members would bear in bringing suits on a case-by-case basis. Class actions have been held to be especially appropriate where "it would be economically infeasible for [individual Class Members] to proceed individually." Stephenson v. Bell Atl. Corp., 177 F.R.D. 279, 289 (D.N.J. 1997). Another consideration is judicial economy. In a situation where individual cases would each "require[] weeks or months" to litigate, would result in "needless duplication of effort" by all parties and the Court, and would raise the very real "possibility of conflicting outcomes," the balance may weigh "heavily in favor of the class action." In re

Corrugated Container Antitrust Litig., 80 F.R.D. 244, 252-53 (S.D. Tex. 1978); see also Klay v. Humana, Inc., 382 F.3d 1241, 1270 (11th Cir. 2004) (finding a class action to be the superior method because it would be costly and inefficient to "forc[e] individual plaintiffs to repeatedly prove the same facts and make the same legal arguments before different courts"), abrogated on other grounds by Bridge v. Phoenix Bond & Indem. Co., 553 U.S. 639, 128 S. Ct. 2131, 170 L. Ed. 2d 1012 (2008); Sollenbarger v. Mountain States Tel. & Tel. Co., 121 F.R.D. 417, 436 (D.N.M. 1988) (finding that, in contrast to the multiple lawsuits that members of a class would have to file individually, "[t]he efficacy of resolving all plaintiffs' claims in a single proceeding is beyond [*13] discussion").

To litigate the individual claims of even a fraction of the potential class members would place a heavy burden on the judicial system and require unnecessary duplication of effort by all parties. It would not be economically feasible for the class members to seek individual redress. The litigation of all claims in one action is far more desirable than numerous, separate actions and therefore the superiority requirement is met.

III. FAIRNESS OF THE CLASS ACTION SETTLEMENT

Under Federal Rule of Civil Procedure 23(e), approval of a class settlement is warranted only if the settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Acting as a fiduciary responsible for protecting the rights of absent class members, the Court is required to "independently and objectively analyze the evidence and circumstances before it in order to determine whether the settlement is in the best interest of those whose claims will be extinguished." In re Cendant Corp. Litig., 264 F.3d 201, 231 (3d Cir. 2001) (quoting In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 785 (3d Cir. 1995)). This determination rests within the sound discretion of the Court. Girsh v. Jepson, 521 F.2d 153, 156 (3d Cir. 1975). In Girsh, the Third Circuit identified nine factors to be utilized in the approval determination. Id. at 157. These factors include:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the [*14] class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability ; (5) the risks of establishing damages ; (6) the risks of maintaining the class

action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) and the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Id. (internal quotation marks, alterations, and citation omitted).

Additionally, a presumption of fairness exists where a settlement has been negotiated at arm's length, discovery is sufficient, the settlement proponents are experienced in similar matters, and there are few objectors. In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 535 (3d Cir. 2004). Finally, settlement of litigation is especially favored by courts in the class action setting. "The law favors settlement, particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation." In re Gen. Motors, 55 F.3d at 784; see also in re Warfarin Sodium Antitrust Litig., 391 F.3d at 535 (explaining that "there is an overriding public interest in settling class action litigation, and it [*15] should therefore be encouraged").

Turning to each of the Girsh factors, the Court finds as follows:

A. Complexity, Expense, and Likely Duration of the Litigation

The first factor, the complexity, expense, and likely duration of the litigation, is considered to evaluate "the probable costs, in both time and money, of continued litigation." In re Cendant Corp., 264 F.3d at 233 (quoting In re Gen. Motors, 55 F.3d at 812).

The instant litigation was commenced in 2011 and the duration of this action would only be further delayed absent approval of the settlement. Indeed, significant time, effort, and expense would be incurred to resolve discovery disputes, brief dispositive motions and a motion to certify the class, prepare for and complete trial, submit post-trial submissions, and pursue likely appeals. By reaching a settlement, the parties have avoided the significant expenses connected with these steps. Lastly, the settlement provides immediate and substantial benefits for the settlement class.

As a result, this factor weighs in favor of approval of the Settlement. See In re Warfarin Sodium Antitrust Litig., 391 F.3d at 535-36 (finding that the first Girsh factor

weighed in favor of settlement because "continuing litigation through trial would have required additional discovery, extensive pretrial motions addressing [*16] complex factual and legal questions, and ultimately a complicated, lengthy trial").

B. Reaction of the Class to the Settlement

This second factor "attempts to gauge whether members of the class support the settlement." *In re Lucent Techs., Inc., Sec. Litig.*, 307 F. Supp. 2d 633, 643 (D.N.J. 2004) (internal quotation marks and citation omitted). The Third Circuit has found that "[t]he vast disparity between the number of potential Class Members who received notice of the Settlement and the number of objectors creates a strong presumption that this factor weighs in favor of the Settlement." *In re Cendant Corp.*, 264 F.3d at 235.

On November 7, 2014, notice was sent directly to the 557 potential class members. As of the date of the Fairness Hearing, there were no objections to the settlement and no requests for exclusion. (Lefebvre Dec. at ¶¶ 15-16.); see *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005) ("such a low level of objection is a 'rare phenomenon'") (citation omitted). The paucity of negative feedback in the face of an extensive notice plan leads the Court to conclude that the settlement class generally and overwhelmingly approves of the settlement. See *Varacallo v. Mass. Mutual Life Ins. Co.*, 226 F.R.D. 207, 237-38 (D.N.J. 2005) (finding exclusion and objection requests of .06% and .003%, respectively, "extremely low" and indicative of class approval of the settlement). Therefore, this factor weighs in favor of approval [*17] of the Settlement.

C. The Stage of the Proceedings and the Amount of Discovery Completed

The Court should consider the stage of the proceedings and the amount of discovery completed in order to evaluate the degree of case development that Class Counsel have accomplished prior to settlement. "Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating." *In re Cendant Corp.*, 264 F.3d at 235 (quoting *In re Gen. Motors*, 55 F.3d at 813), "Generally, post-discovery settlements are viewed as more likely to reflect the true value of a claim as discovery allows both sides to gain an appreciation of

the potential liability and the likelihood of success," *In re Auto. Refinishing Paint Antitrust Litig.*, 617 F. Supp. 2d 336, 342 (E.D. Pa. 2007) (citing *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993)).

The Court notes that this case has been litigated for years. Certainly, a fair amount of discovery has occurred here; Defendant took the deposition of Plaintiff, both parties served and responded to written discovery requests, and thousands of pages of materials were exchanged. (Lesser Dec. at ¶ 7.) The parties also had access to the substantial discovery produced in nearly identical cases—*Youngblood* and *Rancharan*—regarding the same dispute at issue in this case (albeit, under different state laws). (See Lesser Dec. at ¶ 6.) In addition, [*18] the Settlement was reached after extensive arm's length negotiations and mediation sessions. "Where this negotiation process follows meaningful discovery, the maturity and correctness of the settlement become all the more apparent." *In re Elec. Carbon Prods. Antitrust Litig.*, 447 F. Supp. 2d 389, 400 (D.N.J. 2006) (citation omitted). Based on the extensive discovery and negotiations, the Court concludes that class counsel had a thorough appreciation of the merits of the case prior to settlement. Accordingly, this factor weighs in favor of approval.

D. Risks of Establishing Liability

The risks of establishing liability should be considered to "examine what the potential rewards (or downside) of litigation might have been had class counsel decided to litigate the claims rather than settle them." *In re Cendant Corp.*, 264 F.3d at 237 (quoting *In re Gen. Motors*, 55 F.3d at 814). "The inquiry requires a balancing of the likelihood of success if 'the case were taken to trial against the benefits of immediate settlement.'" *In re Safety Components Int'l, Inc. Sec. Litig.*, 166 F. Supp. 2d 72, 89 (D.N.J. 2001) (quoting *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998)).

Class Counsel have outlined several risks to establishing liability, as exemplified by the fact that Defendant has prevailed on summary judgment against Plaintiff Hegab in a potential class action in Pennsylvania alleging store manager misclassification, see *Itterly v. Family Dollar Stores, Inc.*, No. 5:08-cv-01266-LS, 2014 U.S. Dist. LEXIS 12340, Order (E.D. Pa. Jan. 30, 2014) [*19] (ECF No. 40), and obtained more than 60 similar summary judgments in a MDL proceeding in North Carolina, see *In re Family Dollar*

FLSA Litig., 637 F.3d 508 (4th Cir. 2011). On the Defendant's side, Family Dollar acknowledges that its defense also carries inherent risks.

In contrast, the settlement provides immediate and certain recovery for the class members. All class members who filed a claim form by the deadline (and even those who filed after the deadline) will receive a benefit in the form of payment for overtime hours worked. In light of the uncertainty of success for both sides in this litigation and the certain, immediate benefit provided by the settlement, the Court concludes that this factor weighs in favor of approval.

E. Risks of Establishing Damages

This factor, like the factor before it, "attempts to measure the expected value of litigating the action rather than settling it at the current time." In re Cendant Corp., 264 F.3d at 238 (quoting In re Gen. Motors. 55 F.3d at 816). Here, even if Plaintiff could establish liability, the proper measure of damages is unclear. Defendant would argue that the half time overtime method is proper for misclassification claims. See Desmond v. PNGI Charles Town Gaming, L.L.C., 630 F.3d 351 (4th Cir. 2011); Urnkis-Negro v. Am. Family Prosperity Servs., 616 F.3d 665 (7th Cir. 2010); Clements v. Serco, Inc., 530 F.3d 1224 (10th Cir. 2008); Valerio v. Putnam Assocs., Inc., 173 F.3d 35 (1st Cir. 1999). Some district courts, however, have questioned [*20] the applicability of the half-time method to damage calculations. See Seymour v. PPG Indus., Inc., 891 F. Supp. 2d 721, 737 (W.D. Pa. 2012). Accordingly, the Court agrees that significant risks exist in establishing both liability and damages and concludes that this factor weighs strongly in favor of approval.

F. Risks of Maintaining Class Action Status Through Trial

The Court also finds that the sixth factor, the risk of maintaining class action status through trial, weighs in favor of approval of the Settlement. "Because the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the [class] action, this factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial." In re Warfarin Sodium Antitrust Litig., 391 F.3d at 537 (internal quotation marks and citation omitted). If the litigation proceeded, Defendant would have argued that certification was inappropriate.

As shown by other state law Family Dollar store manager misclassification actions, class certification is far from certain. Compare Cook v. Family Dollar Stores of Conn., Inc., 2013 Conn. Super. LEXIS 598, 2013 WL 1406821 (Conn. Super. Ct. Mar. 18, 2013) (denying class certification) with Youngblood v. Family Dollar Stores, Inc., 2011 U.S. Dist. LEXIS 115389, 2011 WL 4597555 (S.D.N.Y. Oct. 4, 2011) (granting class certification), and Farley v. Family Dollar Stores, Inc., No. 12-cv-00325, Order (D. Colo. Mar. 21, 2013) (ECF No. 48) (granting class action certification). [*21] Thus, because there are significant risks in obtaining and maintaining class certification, this factor weighs in favor of approval.

G. The Settling Defendant's Ability to Withstand a Greater Judgment

In Cendant, the Third Circuit interpreted the seventh factor as concerning "whether the defendants could withstand a judgment for an amount significantly greater than the Settlement." 264 F.3d at 240. The parties correctly argue that "even if defendant could afford a greater amount, this provides no basis for rejecting an otherwise reasonable settlement." (Joint Mot. at 22.) Thus, the Court is satisfied that the settlement is fair, reasonable, and adequate, despite the possibility that Defendant could pay a greater sum. See, e.g., In re Auto. Refinishing Paint Antitrust Litig., 617 F. Supp. 2d at 344 (finding the settlement figure fair, reasonable, and adequate despite defendants' ability to withstand greater judgment in light of the substantial benefits provided to Class Members); In re Cendant Corp. Sec. Litig., 109 F. Supp. 2d 235, 262-63 (D.N.J. 2000), aff'd In re Cendant Corp., 264 F.3d 201 (approving settlement despite lack of evidence of defendant's ability to withstand greater judgment); Weiss v. Mercedes-Benz of N. Am., Inc., 899 F. Supp. 1297, 1302-03 (D.N.J. 1995) (concluding the settlement was fair, adequate, and reasonable despite finding defendant could withstand greater judgment).

Class members will receive substantial benefits from the settlement, [*22] and any ability of Defendant to withstand a greater judgment is outweighed by the risk that Plaintiff would not be able to achieve a greater recovery at trial. In addition, as discussed above, there are significant risks to establishing liability and damages. See Yong Soon Oh v. AT&T Corp., 225 F.R.D. 142, 150-51 (D.N.J. 2004) (finding that the difficulties plaintiffs would have in certifying the class and proving damages at trial "diminish[es] the

importance of this factor").

In light of these considerations, the Court concludes that this factor weighs in favor of approval.

H. The Range of Reasonableness of the Settlement Fund in Light of the Best Possible Recovery and the Attendant Risks of Litigation

The eighth and ninth factors, concerning the range of reasonableness of the settlement fund in light of the best possible recovery and the attendant risks of litigation, weigh in favor of settlement.

The fact that a proposed settlement may only amount to a fraction of the potential recovery does not, in and of itself mean that the proposed settlement is grossly inadequate and should be disapproved. The percentage recovery, rather must represent a material percentage recovery to plaintiff in light of all the risks considered under Gush.

In re Cendant Corp. Sec. Litig., 109 F. Supp. 2d 235, 263 (D.N.J. 2000) (internal quotation marks [*23] and citation omitted).

The parties argue that, given the size of the settlement class, the potential benefits available to class members, and the risks in proving liability and damages and in obtaining class certification, the settlement is, fair, adequate and reasonable. (Joint Mot. at 1 - 2.) The Court agrees with the parties and finds that these factors weigh in favor of approval.

I. Summary of Girsh Factors

In conclusion, the Court holds that the nine Girsh factors overwhelmingly weigh in favor of approval. The settlement agreement was reached after arm's-length negotiations between experienced counsel and after completion of, and access to, a significant amount of discovery. Therefore, the Court concludes that the settlement represents a fair, reasonable, and adequate result for the settlement class considering the substantial risks Plaintiff faces and the immediate benefits provided by the settlement. See Reibstein v. Rite Aid Corp., 761 F. Supp. 2d 241, 255-56(E.D. Pa. 2011).

IV. NOTICE

"In the class action context, the district court obtains personal jurisdiction over the absentee Class Members by providing proper notice of the impending class action and providing the absentees with the opportunity to be heard or the opportunity to exclude themselves [*24] from the class." In re Prudential 143 F.3d at 306 (citation omitted). Under Federal Rule of Civil Procedure 23(c), notice must be disseminated by "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B); See also Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 175-76, 94 S. Ct. 2140, 40 L. Ed. 2d 732 (1974) (finding that Rule 23(c) includes an "unambiguous requirement" that "individual notice must be provided to those Class Members who are identifiable through reasonable effort").

Additionally, in this case, where a settlement class has been provisionally certified under Rule 23(b)(3) and a proposed settlement preliminarily approved, proper notice must meet the requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e). Larson v. Sprint Nextel Corp., No. 07-5325(JLL), 2009 U.S. Dist. LEXIS 39298, 2009 WL 1228443, at *2 (D.N.J. Apr. 30, 2009). 23(c)(2)(B) compliant notice must inform Class Members of: (1) the nature of the action; (2) the definition of the class certified; (3) the class claims, issues, or defenses; (4) the Class Members' right to retain an attorney; (5) the Class Members' right to exclusion; (6) the time and manner for requesting exclusion; and (7) the binding effect of a class judgment on Class Members under Rule 23(c)(3). Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii). Rule 23(e) notice must contain a summary of the litigation sufficient "to apprise interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections." In re Prudential Ins. Co. of Am. Sales Practices Litig., 177 F.R.D. 216, 231 (D.N.J. 1997) (citation [*25] omitted).

As explained above, Rust—the settlement administrator—mailed the Court-approved Class Notice to all 557 class members via First Class mail. (Lefebvre Dec. at ¶ 10.) Notifications that were returned as undeliverable were re-sent if another address could be traced. (Id. at ¶ 11.) In total, 265 settlement class members filed Claim Forms, resulting in a participation

rate of 46.68%.⁵ [ECF No. 55.] There were no objections to the settlement and no requests for exclusion. (Lefebvre Dec. at ¶¶ 15-16.)

The Court finds that the parties complied with the requirements set forth by [Rules 23\(c\)\(2\)\(B\)](#) and [23\(e\)](#). The notice plan was thorough and included all of the essential elements necessary to properly apprise absent settlement class members of their rights. The written notice included: (1) an explanation of the nature of the pending litigation, (2) information regarding the pending settlement, how their payments [*26] were calculated, and the material settlement terms (including relevant deadlines and what they give up by participating in the settlement), (3) notification to class members of the number of qualifying workweeks he or she worked during the relevant period (thus allowing class members to calculate the approximate amount they will receive under the settlement), (4) procedures regarding how class members can obtain a copy of the complete settlement agreement, and (5) an explanation of class members' rights to file objections and appear at the final fairness hearing. Rust also established a PO Box to receive communications regarding the settlement (Lefebvre Dec. at ¶ 10) as well as a toll-free phone number for class members to call with questions regarding the settlement and a website with relevant settlement information. (Id. at ¶¶ 5-6.)

In conclusion, the Court finds that the notice fully complied with the requirements of [Rules 23\(c\)\(2\)\(B\)](#) and [23\(e\)](#).

V. ATTORNEY FEES, EXPENSES, AND INCENTIVE AWARDS

Class counsel filed an unopposed motion for an award of attorney fees and expenses in the amount of \$345,000.00 and for an enhancement award of \$7,500.00 to Plaintiff Hegab. The Court has considered the parties' [*27] written submissions and the oral arguments made during the fairness hearing. For the reasons that follow, the Court will grant the requested attorney fees, reimbursement of expenses, and enhancement award payment.

⁵As noted, *supra*, nine class members filed untimely Claim Forms and were therefore excluded from the participation percentage stated in the Joint Motion (45.96%). However, Defendant has agreed not to challenge these late claimants, thus increasing the participation percentage to 46.68%. [ECF No. 55.]

A. Standard for Judicial Approval of Fees

[Fed. R. Civ. P. 23\(h\)](#) provides that "[i]n a certified class action, the court may award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." The awarding of fees is within the discretion of the Court, so long as the Court employs the proper legal standards, follows the proper procedures, and makes findings of fact that are not clearly erroneous. [In re Cendant Corp. Prides Litig.](#), 243 F.3d 722, 727 (3d Cir. 2001).

Notwithstanding this deferential standard, a district court is required to clearly articulate the reasons that support its fee determination. [Reibstein v. Rite Aid Corp.](#), 761 F. Supp. 2d 241, 259 (E.D. Pa. 2011); [In re Rite Aid](#), 396 F.3d at 301. "In a class action settlement, the court must thoroughly analyze an application for attorneys' fees, even where the parties have consented to the fee award." [Varacallo v. Mass. Mutual Life Ins. Co.](#), 226 F.R.D. 207, 248 (D.N.J. 2005).

"Relevant law evidences two basic methods for evaluating the reasonableness of a particular attorneys' fee request — the lodestar approach and the percentage-of-recovery approach." Id. (internal quotation marks and citation omitted). The lodestar method is [*28] generally applied in statutory fee shifting cases and "is designed to reward counsel for undertaking socially beneficial litigation in cases where the expected relief has a small enough monetary value that a percentage-of-recovery method would provide inadequate compensation." [In re Cendant Corp.](#), 243 F.3d at 732 (internal quotation marks and citation omitted). The lodestar is also preferable where "the nature of the settlement evades the precise evaluation needed for the percentage of recovery method." [In re Gen. Motors](#), 55 F.3d at 821; see also [In re Rite Aid](#), 396 F.3d at 300. The percentage-of-recovery method is preferred in common fund cases, as courts have determined "that Class Members would be unjustly enriched if they did not adequately compensate counsel responsible for generating the fund." [Varacallo](#), 226 F.R.D. at 249 (internal quotation marks and citation omitted). The Court has discretion to decide which method to employ. [Charles v. Goodyear Tire & Rubber Co.](#), 976 F. Supp. 321, 324 (D.N.J. 1997). "While either the lodestar or percentage-of-recovery method should ordinarily serve as the primary basis for determining the fee, the Third Circuit has instructed that it is sensible to use the alternative method to double check the reasonableness of the fee." [Varacallo](#), 226 F.R.D. at

[249](#) (internal quotation marks and citation omitted).

Plaintiff argues, and the Court agrees, [*29] that the percentage-of-recovery method is appropriate in this case due to the creation of a common fund.

B. Percentage-of-Recovery Method

The Third Circuit has identified a non-exhaustive list of factors that a district court should consider in its percentage of recovery analysis:

- (1) the size of the fund created and the number of persons benefitted;
- (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel;
- (3) the skill and efficiency of the attorneys involved;
- (4) the complexity and duration of the litigation;
- (5) the risk of nonpayment;
- (6) the amount of time devoted to the case by plaintiffs' counsel;
- and (7) the awards in similar cases.

[In re Rite Aid, 396 F.3d at 301](#) (quoting [Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 \(3d Cir. 2000\)](#)). The district court need not apply these [Gunter](#) fee award factors in a formulaic way. Certain factors may be afforded more weight than others. [Id. at 301](#). The district court should engage in a robust assessment of these factors. [Id. at 302](#); see also [Gunter, 223 F.3d at 196](#) (vacating district court's ruling because the fee-award issue was resolved in a "cursory and conclusory" fashion).

The Court finds that the totality of the [Gunter](#) factors weighs strongly in favor of approval [*30] of the fee award. Given the similarity and overlap of the [Gunter](#) and [Girsh](#) factors, the Court incorporates by reference the reasons given for approval of the settlement agreement. The Court will now discuss additional reasons that support approval of attorney fees in this matter.

1. The Size of the Fund Created and the Number of Persons Benefitted

With regard to the size and nature of the Settlement Fund and the number of persons benefitted by the Settlement Agreement, Class Counsel obtained a settlement that creates a common fund of \$1.15 million. Of the 557 class members, 265 filed Claims Forms, resulting in a participation rate of almost 47%. Accordingly, the gross amount per person (over \$2000)

parallels other employee misclassification cases. See [Alli v. Boston Market Corp.](#), No. 10-cv-0004 (D. Conn.) (final approval of \$3 million settlement for 1,921 class members—\$1,561 per person); [Jenkins v. Sports Authority](#), No. 09-cv-224 (E.D.N.Y.) (final approval of \$990,000 settlement for class of 559 co-managers—\$1,771 per person); and [Caissie v. BJ's Wholesale Club](#), No. 08-cv-30220 (D. Mass. June 24, 2010) (final approval of \$9.15 million settlement for class of 2,803 "mid-managers"—\$3,264 [*31] per person). Given the total settlement value, as well as the number of class members entitled to benefits and the gross amount per person, this factor weighs in favor of approval.

2. Presence or Absence of Substantial Objections by Members of the Class to Settlement Terms and/or Fees Requested by Counsel

The absence of objections by settlement class members to the fees requested by class counsel strongly supports approval. As noted above, notice was sent directly to the 557 potential class members and there were no objections to the settlement and no requests for exclusion (Lefebvre Dec. at ¶¶ 15-16.); see [In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 305 \(3d Cir. 2005\)](#) ("such a low level of objection is a 'rare phenomenon'") (citation omitted). The lack of *any* negative feedback in the face of an extensive notice plan leads the Court to conclude that the settlement class generally and overwhelmingly approves of the settlement. See [Varacallo v. Mass. Mutual Life Ins. Co., 226 F.R.D. 207, 237-38 \(D.N.J. 2005\)](#) (finding exclusion and objection requests of .06% and .003%, respectively, "extremely low" and indicative of class approval of the settlement). As such, this factor weighs in favor of approval. See [In re Lucent Techs., Inc., Sec. Litig., 327 F. Supp. 2d 426, 435 \(D.N.J. 2004\)](#) (finding that this factor weighed in favor of approval where only nine of nearly three million potential Class Members [*32] objected to the fee application).

3. Skill and Efficiency of Attorneys

As discussed in the section on class certification, class counsel are experienced in litigating and settling consumer class actions. Class counsel obtained substantial benefits for the class members—despite vigorous defense by Defendant's counsel—a consideration that further evidences class counsels' competence. Thus, this factor also weighs in favor of approval of the fee award.

4. The Complexity and Duration of the Litigation

As explained in the discussion of the Girsh factors, this case has been litigated for over three years and involves uncertain legal issues. The parties reached the settlement after access to extensive discovery and arm's length settlement negotiations. Thus, this factor weighs in favor of approval.

5. The Risk of Non-Payment

Class counsel undertook this action on a contingent fee basis, assuming a substantial risk that they might not be compensated for their efforts. (Pl.'s Mot. at 7.) Courts recognize the risk of non-payment as a major factor in considering an award of attorney fees. See In re Prudential-Bache Energy Income P'ships Sec. Litig., 1994 U.S. Dist. LEXIS 6621, at *16 (E.D. La. May 18, 1994) ("Counsel's contingent fee risk is an important factor in determining the fee [*33] award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable."). Class counsel invested substantial effort and resources to obtain this favorable settlement. Accordingly, this factor weighs in favor of approval.

6. The Amount of Time Devoted to the Litigation

Class counsel reports over 1,000 hours of contingent work on this case for the past three years. (Pl.'s Mot. at 7.) Based on the amount of time expended on this matter, this factor weighs in favor of approval.

7. Awards in Similar Cases

The Court must also take into consideration amounts awarded in similar actions when approving attorney fees. Specifically, the Court must: (1) compare the actual award requested to other awards in comparable settlements; and (2) ensure that the award is consistent with what an attorney would have received if the fee were negotiated on the open market. See, e.g., In re Remeron Direct Purchaser Antitrust Litig., 2005 U.S. Dist. LEXIS 27013, *42-46 (D.N.J. Nov. 9, 2005). While there is no specific benchmark for fee awards in the Third Circuit, there has been a "range of 19 percent to 45 percent of the settlement fund approved in other litigations." In re Schering-Plough Corp. Secs. Litig., 2009 U.S. Dist. LEXIS 121173 at *14 (approving 23%

fee in \$165 million securities settlement); see also In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768 (3d Cir. 1995), at 822 (noting [*34] a range of nineteen to forty-five percent); see also In re Ikon Office Solutions v. Stuart, 194 F.R.D. 166, 194 (E.D. Pa. 2000) ("Percentages awarded have varied considerably, but most fees appear to fall in the range of nineteen to forty-five percent").

With respect to awards in comparable settlements, a 30% fee is in line with other wage and hour settlements—including misclassification cases—within the Third Circuit. See, e.g., In re Janney Montgomery Scott LLC Financial Consultant Litigation, 2009 U.S. Dist. LEXIS 60790 (E.D. Pa. July 16, 2009) (30% fee approved in \$2,880,000 wage and hour case); Lenahan v. Sears, 2006 U.S. Dist. LEXIS 60307 (D.N.J. July 10, 2006) (30% fee approved in \$15,000,000 wage and hour case); Herring v. Hewitt, No. 3:06-cv-00267-GB, 2009 U.S. Dist. LEXIS 67283 (D.N.J. 2009) (30% fee approved in \$4,900,000 misclassification case); In re Staples Inc. Wage & Hour Employment Practices Litig., No. 08-5746 (MDL-2025), 2011 U.S. Dist. LEXIS 128601 (D.N.J. 2011) (28.5% fee approved in \$42,000,000 retail misclassification case); Craig v. Rite Aid Corp., 2013 U.S. Dist. LEXIS 2658 (M.D. Pa. 2013) (32% fee approved in \$20,900,000 retail misclassification settlement). Given these cases, class counsel's request of \$345,000 is reasonable and commensurate with awards in comparable cases.

The second part of this analysis addresses whether the requested fee is consistent with a privately negotiated contingent fee in the marketplace. "The percentage-of-the-fund method of awarding attorneys' fees in class actions should approximate the fee [that] would be [*35] negotiated if the lawyer were offering his or her services in the private marketplace," In re Remeron Direct Purchaser Antitrust Litig., 2005 U.S. Dist. LEXIS 27013, *44-45. "The object... is to give the lawyer what he would have gotten in the way of a fee in an arm's length negotiation, had one been feasible." In re Cont'l Ill. Sec. Litig., 962 F.2d 566, 572 (7th Cir. 1992); see also In re Synthroid Mktg. Litig., 264 F.3d 712, 718 (7th Cir. 2001) ("[W]hen deciding on appropriate fee levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time."). To determine the market price for an attorney's services, the Court should look to evidence of negotiated fee arrangements in comparable litigation. In re Cont'l Ill. Sec. Litig., 962 F.2d at 573 (stating that the judge must try to simulate

the market "by obtaining evidence about the terms of retention in similar suits, suits that only differ because, since they are not class actions, the market fixes the terms"). As explained more fully below, class counsel used standard hourly rates to calculate the lodestar amount. (See Lesser Deck, Ex. E-F.) These hourly billable rates are consistent with hourly rates routinely approved by this Court in complex class action litigation. See In re Merck & Co., 2010 U.S. Dist. LEXIS 12344 at *45; McGee, 2009 U.S. Dist. LEXIS 17199 at *50.

In [*36] sum, for all the reasons stated above, the Court concludes that the requested fee by class counsel is fair and reasonable under the percentage-of-recovery method. The Court will approve class counsel's application for attorney fees in the amount of \$345,000.

C. Lodestar Cross-Check

Although the Court has determined that class counsel's requested fees are reasonable under the percentage-of-recovery method, the Court will employ the lodestar method as an appropriate cross-check. Varacallo, 226 F.R.D. at 249 ("While either the lodestar or percentage-of-recovery method should ordinarily serve as the primary basis for determining the fee, the Third Circuit has instructed that it is sensible to use the alternative method to double check the reasonableness of the fee." (internal quotation marks and citation omitted)).

The lodestar analysis is performed by "multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys." In re Rite Aid, 396 F.3d at 305; see also In re Diet Drugs Prod. Liab. Litig., 582 F.3d 524, 540 (3d Cir. 2009). When performing this analysis, the Court "should apply blended billing rates that approximate the fee structure of all the [*37] attorneys who worked on the matter." In re Rite Aid, 396 F.3d at 306. The lodestar figure is presumptively reasonable when it is calculated using a reasonable hourly rate and a reasonable number of hours. Planned Parenthood of Cent. N.J. v. Att'y Gen. of N.J., 297 F.3d 253, 265 n.5 (3d Cir. 2002) (citations omitted).

After calculating the lodestar amount, the Court may increase or decrease the amount using the lodestar multiplier. The multiplier is calculated by dividing the requested fee by the lodestar figure. "The multiplier is a device that attempts to account for the contingent nature

or risk involved in a particular case and the quality of the attorneys' work." In re Rite Aid, 396 F.3d at 305-06 (footnote omitted). The multiplier "need not fall within any pre-defined range, provided that the District Court's analysis justifies the award." Id. at 307 (footnote omitted). Further, the Court is not required to engage in this analysis with mathematical precision or "bean-counting." Id. at 306. Instead, the Court may rely on summaries submitted by the attorneys; the Court is not required to scrutinize every billing record. Id. at 306-07.

Based upon their hourly rates, class counsel calculated a combined lodestar figure of \$608,392.67. (PL Mot. at 16.) In support of their fee application, class counsel provided detailed exhibits explaining the billing rates for each [*38] attorney that worked on the case. (See Lesser Decl., Ex. E-F.) Class counsel calculated the lodestar figure taking all of these billing rates into account. An examination of the hours expended by class counsel reveals that appropriate work was performed by class counsel in light of the size and complexity of this case. Accordingly, the Court finds the billing rates to be appropriate and the billable time to have been reasonably expended. (See Lesser Decl., Ex. E-F.) The lodestar is thus presumptively reasonable. Therefore, the Court sees no reason to find the lodestar figure of \$345,000 unreasonable.

Here, the lodestar multiplier is approximately 0.57. (PL Mot. at 16.) Indeed, because the lodestar is \$608,392.67 and the requested fees are \$345,000, the result is a *negative* lodestar multiplier. (Id.) This multiplier is *below* the range found to be acceptable by the Third Circuit and this Court. See In re Cendant Corp. PRIDES Litig., 243 F.3d at 734, 742 (approving a suggested multiplier of three and stating that multipliers "ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied"); In re Schering-Plough Corp., 2012 U.S. Dist. LEXIS 75213, at *22 (noting that a 1.6 multiple "is an amount commonly approved by courts of this Circuit," and approving it as reasonable); [*39] McCoy v. Health Net, Inc., 569 F. Supp. 2d 448, 479 (D.N.J. 2008) (finding a multiplier of almost 2.3 to be reasonable). Thus, this Court considers the lodestar multiplier to be reasonable.

D. Expenses

Class Counsel also seek reimbursement of \$4,462.80 in litigation expenses to be paid from the \$1.15 million award. (Pl.'s Mot. at 2.) "Counsel for a class action is

entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the class action." In re Safety Components Int'l. Inc., 166 F. Supp. 2d at 108 (citing Abrams v. Lightolier Inc., 50 F.3d 1204, 1225 (3d Cir. 1995)). Class counsel contends that these expenses reflect costs expended for the purposes of litigating this action, including costs associated with court fees, travel expenses, photocopying, mailing, telephone usage, and PACER/Lexis costs. (See Lesser Decl. ¶ 28.) The Court finds that the expenses were adequately documented and reasonably and appropriately incurred in the litigation of the case. See In re Datatec Sys. Sec. Litig., 2007 U.S. Dist. LEXIS 87428, at *27 (D.N.J. Nov. 28, 2007).

E. Enhancement Award

Finally, class counsel also request that the Court approve the payment of a \$7,500 enhancement award to Plaintiff Hegab. (Pl.'s Mot. at 11.) "[C]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." [*40] Dewey v. Volkswagen of Am., 728 F. Supp. 2d 546, 577 (D.N.J. 2010) (internal quotation marks and citation omitted). Class counsel explains that Plaintiff Hegab provided valuable information about his experiences working for Family Dollar, made himself available as needed, answered discovery, was deposed and stayed in touch with class counsel throughout the litigation. (Pl.'s Mot. at 11.) Modest enhancement/incentive awards are routinely approved. See, e.g., In re Insurance Brokerage Antitrust Litig., 2007 U.S. Dist. LEXIS 74711, 2007 WL 2916472 at *8 (D.N.J. Oct 5, 2007) (\$10,000 incentive award to each plaintiff, resulting in total payment of \$250,000); Lazy Oil Co. v. Witco Corp., 95 F. Supp. 2d 290, 324-25, 345 (incentive awards of \$5,000 to \$20,000 awarded); Godshall v. Franklin Mint Co., 2004 U.S. Dist. LEXIS 23976, 2004 WL 2745890 at *4 (E.D. Pa. Dec. 1, 2004) (\$20,000 to each named plaintiff). Given the duration of the litigation and the extent of personal involvement, the Court finds that Plaintiff Hegab is entitled to the requested

F. Summary of Attorney Fees, Expenses, and Enhancement Award Analysis

For the foregoing reasons, the Court grants the application of class counsel for an award of attorney

fees, reimbursement of expenses, and an enhancement award payment.

VI. CONCLUSION

Because the named Plaintiff has satisfied all of the requirements of Fed. R. Civ. P. 23, this Court certifies the class for purposes of this Settlement and approves the Settlement Agreement. The Court also grants the application of Class Counsel for attorney [*41] fees, reimbursement of expenses, and class representative enhancement. An appropriate Order accompanies this Opinion

Date: March 9, 2015

/s/ Claire C. Cecchi
Claire C. Cecchi
Claire C. Cecchi

HON. CLAIRE C. CECCHI

United States District Judge

ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF SETTLEMENT AGREEMENT

A hearing in this action was held on February 5, 2015 before the Honorable Claire C. Cecchi, U.S.D.J., in order for the Court to decide whether the proposed Settlement Agreement between the parties is fair, reasonable, and to adequate, and to decide Class Counsel's application for an award of attorneys' fees and costs.

The Court, having reviewed and considered the parties' joint motion for final approval of their settlement and all the related papers including the Memorandum in Support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement, the Memorandum in Support of Plaintiff's Unopposed Motion for an Award of Fees and Costs and Class Representative Enhancement, the declarations submitted in support of the motion, the oral arguments of counsel presented to the Court, and other papers filed and proceedings herein, and good cause appearing, now makes the following: [*42]

FINDINGS OF FACT

1. This action was filed in March 2011 by plaintiff Amro Hegab alleging that Family Dollar violated the New Jersey Wage and Hour Law by misclassifying its store

managers in New Jersey as exempt from state overtime requirements and seeking overtime compensation for all hours worked by store managers in excess of 40 in a work week.

2. On October 3, 2014, the Court preliminarily proved a Settlement Agreement and conditionally certify a settlement class of current and former Family Dollar store managers who worked in New Jersey.

3. As part of the Order Preliminarily Approving Settlement, the Court approved the sending of direct mail notice of the proposed settlement to members of the settlement Class. The notice also provided a toll-free telephone number and a settlement website upon which the class notice was posted. The notice provided an opportunity for the settlement class members to file objections and to opt-out of the settlement. The settlement class as set forth in the notice included all persons employed at any time by Family Dollar Stores as started store mergers in New Jersey from March 3, 2009 through October 3, 2014 (the "settlement class").

4. The parties have [*43] filed with the Court a declaration from the claims administrator, Rust Consulting, Inc. (the "Claims Administrator") describing the work performed by the Claims Administrator in sending notice of preliminary approval of the proposed settlement to the settlement class and the result of the claims process set forth in the Settlement Agreement.

5. The Court finds that notice provided to the settlement class members in accordance with the Settlement Agreement and the Court's preliminary approval order satisfies the requirements for notice under applicable law.

6. Settlement class members who wished to be excluded from this action were provided an opportunity to "opt-out" of the settlement. No members of the class requested to be excluded.

7. The members of the settlement class are bound by the settlement, Settlement Agreement, the releases contained within the Settlement Agreement and the Final Order and Judgment.

8. Settlement class members who wished to object to any part of the settlement were provided an opportunity to do so pursuant to the notice, but no objections were filed during the filing period. Given the size of this settlement, and the notice procedure utilized, the Court finds [*44] the lack of any objections to be indicative of the fairness, reasonableness, and adequacy of the

settlement. Thus, all members of the settlement class are deemed to have waived any such objection by appeal, collateral attack, or otherwise.

9. Based on the terms of the Settlement Agreement, the related filings, and statements made by counsel during the February 5, 2015 hearing, the Court is of the opinion that the settlement is a fair, reasonable and adequate compromise of the claims against defendant in this action pursuant to [Fed. R. Civ. P.23](#).

10. Notice was provided to settlement class members of Class Counsel's proposed application for reasonable attorneys' fees and expenses consistent with the terms of the Settlement Agreement and the Court's preliminary approval order. The Court has considered and grants the fee request, as set forth in further detail below.

11. Notice was provided to settlement class members of (he proposed application for an enhancement payment to the Class Representative consistent with the terms of the Settlement Agreement and the Court's preliminary approval order. The Court has considered and grants the application in the amount set forth in paragraph 13, below.

NOW, THEREFORE, [*45] ON THE BASIS OF THE FOREGOING FINDINGS OF FACT THE COURT HEREBY MAKES THE FOLLOWING CONCLUSIONS OF LAW:

12. Pursuant to [Fed. R. Civ. P.23](#), the settlement class is certified and is defined as follows: all current and former Family Dollar salaried store managers employed at any time in New Jersey between March 3, 2009 to October 3, 2014. The settlement class is certified for settlement purpose only.

13. The Court finds that find approval of a service payment in the amount of \$7,500.00 to the Class Representative is reasonable and equitable.

14. Class Counsel are qualified and experienced and have litigated this action successfully, thereby demonstrating their adequacy as counsel. The Court finds that final approval of attorneys' fees in the amount of \$345,000.00 and expenses in the amount of \$4,462.80 to Class Counsel is warranted. The Court finds these amounts are justified by the work performed, risks taken, and the results achieved by Class Counsel.

15. The Court finds that the request for payment of the costs incurred and anticipated by the Claims Administrator, Rust Consulting, Inc., in the amount of

\$38,150.00 is reasonable and is approved.

16. The Court finds that find approval of the Settlement Agreement [*46] as being fair, reasonable and adequate under [Rule 23](#) is warranted and that all class members who have made valid and timely claims are entitled to receive their pro rata of the settlement fund, as provided in the Settlement Agreement.

NOW, THEREFORE, ON THE BASIS OF THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS PURSUANT TO [FEDERAL RULES OF CIVIL PROCEDURE 23\(g\)](#) and [54\(d\)](#):

1. The joint motion for find approval of the settlement is granted. The settlement, as set forth in the Settlement Agreement, dated May 1, 2014, is hereby approved, and all of the Settlement Agreement's terms, conditions, and obligations are incorporated herein by reference.

2. The Class Representative is entitled to and is hereby awarded payment in the amount set out in paragraph 13, above such amount to be paid by the Claims Administrator, as set forth in the Settlement Agreement.

3. The application by Class Counsel for attorneys' fees and expenses is granted in the amount set out in paragraph 14, above and the Claims Administrator is ordered to pay such amounts to Seth Lesser of Klafter Olsen & Lesser LLR in accordance with the terms of the Settlement Agreement, and Class Counsel will allocate such fees [*47] and expenses among all Class Counsel in a manner that, in Class Counsel's good-faith judgment, reflects each counsel's or firm's contribution to the institution, prosecution, or resolution of the litigation.

4. The Claims Administrator will effectuate distribution of the settlement funds to the eligible settlement class members in accordance with the terms of the Settlement Agreement.

5. All members of the settlement class by all of the terms, conditions, and obligations of the Settlement Agreement, and by all the orders that were entered by the Court regarding this action.

6. Neither the settlement, nor any of its terms of provisions, nor any of the negotiations or proceedings connected with it, will be considered an admission or a concession by any party of the truth of any allegation in the action or liability, fault, or wrongdoing of any kind.

7. Final judgment is hereby entered in this action, consistent with the terms of the Settlement Agreement.

8. This action and all claims against the defendant are hereby dismissed with prejudice, however, the Court will retain exclusive and continuing jurisdiction of this action, all parties, and the settlement class members, to interpret and [*48] enforce the terms, conditions, and obligations of the Settlement Agreement.

IT IS SO ORDERED.

Dated: March 9, 2015

/s/ Claire C. Cecchi Claire C. Cecchi Claire C. Cecchi

Claire C. Cecchi Claire C. Cecchi Claire C. Cecchi,
U.S.D.J,

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User Name: Christine Burton

Date and Time: Friday, May 24, 2024 12:33:00PM EDT

Job Number: 225102177

Document (1)

1. [*In re Remeron Direct Purchaser Antitrust Litig., 2005 U.S. Dist. LEXIS 27013*](#)

Client/Matter: PFAs



Caution

As of: May 24, 2024 4:33 PM Z

[In re Remeron Direct Purchaser Antitrust Litig.](#)

United States District Court for the District of New Jersey

November 9, 2005, Decided ; November 9, 2005, Filed

Civil No. 03-0085 (FSH)

Reporter

2005 U.S. Dist. LEXIS 27013 *; 2005-2 Trade Cas. (CCH) P75,061

IN RE REMERON DIRECT PURCHASER ANTITRUST LITIGATION; THIS DOCUMENT RELATES TO: ALL ACTIONS

Notice: [*1] NOT FOR PUBLICATION

Subsequent History: Judgment entered by, Dismissed by [In re Remeron Direct Purchaser Antitrust Litig., 2005 U.S. Dist. LEXIS 27012 \(D.N.J., Nov. 9, 2005\)](#)

Prior History: [In re Remeron Direct Purchaser Antitrust Litig., 2005 U.S. Dist. LEXIS 47058 \(D.N.J., Aug. 30, 2005\)](#)

Core Terms

settlement, Plaintiffs', damages, class member, Defendants', class action, incentive award, risks, parties, expenses, settlement fund, antitrust, cases, approving, discovery, Notice, patent, attorney's fees, named plaintiff, awarding, courts, Purchasers, negotiate, listing, class certification, mediation, reimbursement, estimated, generic, million settlement

Case Summary

Procedural Posture

Plaintiffs, a class of direct purchasers of an anti-depressant drug, sued defendants, the manufacturers of the drug, alleging various patent and antitrust violations. The parties sought final approval of their settlement agreement, which included a plan of allocation, award of attorneys' fees, reimbursement of litigation expenses, and incentive awards to certain individual plaintiffs in the class.

Overview

The complaint alleged that the manufacturers violated [§ 2](#) of the Sherman Act, [15 U.S.C. § 2](#), by using various

illegal and deceptive means as part of an overall scheme to improperly create and extend patent protection for a drug. The manufacturers' conduct allegedly delayed the market entry of less expensive generic versions of the drug, thereby forcing direct purchasers to pay artificially inflated prices for both the manufacturers' drug and its generic equivalents. After more than three years of hotly contested litigation, the parties reached a settlement that included the establishment of a \$75 million common fund. One third of that fund was to be allocated to the purchasers' attorneys. The court analyzed the settlement, employing a nine-factor test, and concluded that the settlement was fair, adequate, and reasonable under [Fed. R. Civ. P. 23\(e\)](#). The court also found that the attorneys' fees were reasonable and in line with similar cases. Finally, the court found it proper to award two individual plaintiffs \$30,000 each for their involvement in the case, noting that no class member had objected to such incentive awards.

Outcome

The court approved the final settlement proposed by the parties.

LexisNexis® Headnotes

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > Settlements

[HN1](#) **Class Actions, Judicial Discretion**

The United States Court of Appeals for the Third Circuit affords an initial presumption of fairness for a settlement if the court finds that: (1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the

proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > Settlements

[HN2](#) **Class Actions, Judicial Discretion**

A class action may be settled under [Fed. R. Civ. P. 23\(e\)](#) upon a judicial finding that the settlement is fair, reasonable, and adequate. [Fed. R. Civ. P. 23\(e\)\(1\)\(C\)](#). Under [Rule 23\(e\)](#), the court must determine whether the settlement is within a range that responsible and experienced attorneys could accept considering all relevant risks and factors of litigation. The range recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > Settlements

[HN3](#) **Class Actions, Judicial Discretion**

To determine whether a settlement is fair, reasonable and adequate under [Fed. R. Civ. P. 23\(e\)](#), the United States Court of Appeals for the Third Circuit applies a nine-factor test. These factors are: (a) The complexity, expense, and likely duration of the litigation; (b) the reaction of the class to the settlement; (c) the stage of the proceedings and the amount of discovery completed; (d) the risks of establishing liability; (e) the risks of establishing damages; (f) the risks of maintaining the class action through the trial; (g) the ability of the defendants to withstand a greater judgment; (h) the range of reasonableness of the settlement fund in light of the best possible recovery; and (i) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > Settlements

[HN4](#) **Class Actions, Judicial Discretion**

Where a class is comprised of sophisticated business entities that can be expected to oppose any settlement they find unreasonable, the lack of objections indicates the appropriateness of the settlement.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > Settlements

[HN5](#) **Class Actions, Judicial Discretion**

An assessment of the reasonableness of a proposed settlement seeking monetary relief requires analysis of the present value of the damages a plaintiff would likely recover if successful, appropriately discounted for the risk of not prevailing. In order to evaluate the propriety of an antitrust class action settlement's monetary component, a court should compare the settlement recovery to the estimated single damages. Although in certain circumstances a plaintiff class may recover treble damages if it prevails at trial, that result is far from certain.

Civil Procedure > Special Proceedings > Class Actions

Civil Procedure > Settlements

[HN6](#) **Special Proceedings, Class Actions**

A court evaluating a proposed class action settlement should consider whether the settlement represents a good value for a weak case or a poor value for a strong case.

Civil Procedure > Special Proceedings > Class Actions

[HN7](#) **Special Proceedings, Class Actions**

As with settlement agreements, courts consider whether distribution plans are fair, reasonable, and adequate. In evaluating the formula for apportioning the settlement fund, the court keeps in mind that district courts enjoy

broad supervisory powers over the administration of class action settlements to allocate the proceeds among the claiming class members equitably.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN8](#)  **Class Actions, Judicial Discretion**

For purposes of attorneys' fees, the percentage of recovery method is generally favored in cases involving a common fund, and is designed to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN9](#)  **Class Actions, Judicial Discretion**

The United States Court of Appeals for the Third Circuit set forth with specificity the factors that a court should consider in evaluating requested attorneys' fees in *Gunter v. Ridgewood Energy Corp.* The *Gunter* factors need not be applied in a formulaic way, and their weight may vary on a case-by-case basis. The *Gunter* factors include (a) the size of the fund created and number of persons benefitting from the settlement, (b) the presence/absence of substantial objections to the fee, (c) the skill of the plaintiffs' counsel, (d) complexity and duration of the litigation, (e) the risk of nonpayment, (f) amount of time devoted to the litigation, (g) awards in similar cases.

Civil Procedure > Special Proceedings > Class Actions

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN10](#)  **Special Proceedings, Class Actions**

A determination of a fair attorney fee must include consideration of the sometimes undesirable characteristics of contingent antitrust actions, including the uncertain nature of the fee, the wholly contingent outlay of large out-of-pocket sums by plaintiffs, and the fact that the risk of failure and nonpayment in an antitrust case are extremely high.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN11](#)  **Class Actions, Judicial Discretion**

The percentage-of-the-fund method of awarding attorneys' fees in class actions should approximate the fee which would be negotiated if the lawyer were offering his or her services in the private marketplace. The object is to give the lawyer what he would have gotten in the way of a fee in an arm's length negotiation. In determining the market price for such services, evidence of negotiated fee arrangements in comparable litigation should be examined.

Civil Procedure > Special Proceedings > Class Actions > Judicial Discretion

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN12](#)  **Class Actions, Judicial Discretion**

For purposes of attorney fee award, in addition to the percentage-of-the-fund approach, the United States Court of Appeals for the Third Circuit has suggested that it is sensible for district courts to cross-check the percentage fee award against the lodestar method. A lodestar cross-check is not a *Gunter* factor but is a suggested practice. The Third Circuit has recognized that multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied. The district courts may rely on summaries submitted by the attorneys and need not review actual billing records.

Civil Procedure > ... > Costs & Attorney
Fees > Costs > General Overview

Civil Procedure > Special Proceedings > Class
Actions > Judicial Discretion

[HN13](#) **Costs & Attorney Fees, Costs**

Counsel in common fund cases are entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case.

Counsel: For EON LABS, INC., Movant: FRANKLYN C. STEINBERG, III, STEINBERG LAW OFFICES, SOMERVILLE, NJ.

For MEIJER, INC., Plaintiff: LISA J. RODRIGUEZ, TRUJILLO RODRIGUEZ & RICHARDS, LLP, HADDONFIELD, NJ; REBEKAH R. CONROY, WALDER HAYDEN & BROGAN, ROSELAND, NJ.

For LOUISIANA WHOLESALE DRUG CO. INC, Plaintiff: PETER S. PEARLMAN, COHN, LIFLAND, PEARLMAN, HERRMANN & KNOPF, LLP, SADDLE BROOK, NJ; REBEKAH R. CONROY, WALDER HAYDEN & BROGAN, ROSELAND, NJ.

For ORGANON, INC., AKZO NOVEL, NV, Defendants: KEVIN J. MCKENNA, GIBBONS, DEL DEO, DOLAN, GRIFFINGER & VECCHIONE, PC, NEWARK, NJ; MARA E. ZAZZALI, JENNIFER A. HRADIL, GIBBONS, DEL DEO, DOLAN, GRIFFINGER & VECCHIONE, NEWARK, NJ.

Judges: Hon. Faith S. Hochberg, United States District Judge.

Opinion by: Faith S. Hochberg

Opinion

OPINION

Hon. Faith S. Hochberg

HOCHBERG, District Judge:

This matter is before the Court upon a settlement agreement between the manufacturers of the anti-depressant drug Remeron, Organon U.S.A. and Akzo

Nobel N.V. (collectively "Defendants" or "Organon"), and the direct purchasers of Remeron ("Plaintiffs"). The settling parties seek (1) final approval of their class action [*2] settlement agreement and plan of allocation and (2) award of attorneys' fees to Plaintiffs' Counsel, reimbursement of litigation expenses, and incentive awards to named Plaintiffs. The Court preliminarily approved the settlement at a hearing on August 30, 2005. The final Fairness Hearing was conducted on November 2, 2005.

I. BACKGROUND

A. The Litigation

1. The Complaint

In 2003, direct purchasers of Remeron ("Direct Purchasers") filed class action complaints against Defendants. The complaint alleges that Defendants violated Section 2 of the Sherman Act, [15 U.S.C. § 2](#), by: (a) using various illegal and deceptive means as part of an overall scheme to improperly create and extend patent protection for the drug mirtazapine, which Defendants sold under the brand-name Remeron, by manipulating the Hatch-Waxman statutory scheme; (b) committing affirmative misrepresentations and failing to disclose material prior art in the prosecution of U.S. Patent No. 5,977,099 (the "099 patent") before the United States Patent and Trademark Office ("PTO"); (c) making false and misleading representations to the Food and Drug Administration ("FDA") to obtain the [*3] listing of the 099 patent in the FDA's Orange Book in a wrongful manner; (d) submitting the 099 patent for listing in the Orange Book approximately 14 months beyond the FDA-mandated deadline for patent listing; and (e) filing and prosecuting sham patent litigation against potential generic competitors.

The complaint alleges that Defendants' conduct delayed the market entry of less expensive generic versions of Remeron, thereby forcing Direct Purchasers to pay artificially inflated prices for both Remeron and its AB-rated generic equivalents (i.e. generic mirtazapine).

2. Extensive Discovery and Litigation Prior to Settlement

Plaintiffs' claims were the subject of extensive and contentious discovery. During three years of hotly contested litigation, Plaintiffs' Counsel composed and propounded four sets of document requests which, as ordered by the Court, were served on behalf of various

coordinated direct and indirect purchaser plaintiffs, as well as subpoenas duces tecum directed to multiple third parties. Overall, more than 1 million pages of documents and data were produced by Defendants and third parties. Plaintiffs' Counsel conducted over 45 depositions of witnesses with [*4] knowledge of facts relevant to Plaintiffs' allegations. Subsequently, Plaintiffs' Counsel retained and worked closely with nearly a dozen experts in the areas of (i) patent prosecution process before the PTO and patent interpretation, (ii) the FDA regulatory regime regarding prescription drugs, (iii) the pharmaceutical industry, and (iv) antitrust economics and the calculation of damages. The opinion of these experts were necessary both to support the complex theories of liability and damages advanced by Plaintiffs, and to rebut the numerous defenses raised by Defendants.

On September 8, 2004, the Court ruled on Defendants' motion to dismiss the complaints filed by Plaintiffs. Based on a prior opinion issued in the separate antitrust litigation between Defendants and generic drug manufacturers Mylan, Teva and Alphapharm (the "Generics"), the Court held that Plaintiffs were collaterally estopped from asserting claims arising from the alleged wrongful Orange Book listing and sham litigation. The Court also dismissed Plaintiffs' Walker Process claim for lack of standing. Following this opinion, every plaintiff group other than the Direct Purchasers, including the Generics and all [*5] other direct and indirect purchasers, chose to settle their claims.

This litigation further engendered significant dispositive motion practice in the form of motions for summary judgment filed by both sides. Plaintiffs filed three separate motions for partial summary judgment, including motions seeking findings that: (a) Defendants were estopped from relitigating certain findings from the prior patent litigation and, therefore, that the patent litigation was objectively baseless; (b) that the 099 patent was not eligible for listing in the Orange Book; and (c) that Defendants possessed monopoly power over mirtazapine.

In opinions dated September 7, 2004 and February 18, 2005, the Court denied the first and third of these motions, determining, respectively, that (i) Defendants would not be estopped from litigating the objective bases for the prior patent litigation, and (ii) that Plaintiffs could not prove Defendants' monopoly power based solely on "direct" evidence of Defendants' control over the price of mirtazapine.

On October 1, 2004, Defendants filed a single, omnibus motion for summary judgement, which attacked both the legal and factual bases for the "overarching scheme" and [*6] "late listing" claims. Defendants' motion also questioned Plaintiffs' ability to demonstrate the existence of monopoly power in a properly defined relevant market. Defendants' motion was pending at the time the Settlement was preliminarily approved, and even a partial finding in Defendants' favor could have severely limited, or barred entirely, the ability of the Direct Purchasers to recover.

On October 27, 2003, Plaintiffs filed their motion for class certification, together with a memorandum of law explaining, *inter alia*, Plaintiffs' theory of class-wide antitrust injury and proposed method of calculating Class damages, supported by the testimony of an expert economist. In preparation for and in furtherance of the class certification motion, Plaintiffs' Counsel engaged in a comprehensive review of numerous issues specific to the pharmaceutical industry, including the economic structure, pricing, and distribution practices of branded and generic manufacturers. Such preparations were necessary in order to support Plaintiffs' motion and rebut numerous defenses to class certification raised by Defendants, including their reliance on the Eleventh Circuit's decision in Valley Drug Co. v. Geneva Pharmaceuticals, Inc., 350 F.3d 1181 (11th Cir. 2003), [*7] which came down during the pendency of this case, and engendered significant supplemental briefing and arguments on the issue of class certification. See id. Class certification was granted here only after the Settlement had been proposed, and the Defendants stipulated not to oppose Plaintiffs' certification request.

B. Mediation and Settlement

In March 2003, the parties began to explore the possibility of settlement. This process eventually resulted in the Settlement now before the Court, but progress toward this agreement was slow, as each party had strong conviction in their respective claims or defenses. Additionally, throughout the course of this case, the parties participated in a lengthy and complex mediation procedure utilizing both skilled mediators and the good offices of the Court. This process encompassed multiple hearings and mediation sessions, the first of which was held in January 2004 before Judge Politan.

On August 24, 2005, after full discovery, significant

motion practice and a lengthy negotiation process, Plaintiffs' Counsel entered into the Settlement with Defendants. The Settlement will settle all claims arising out of or relating in any way to any [*8] conduct alleged or which could have been alleged in the Class Action relating to any alleged delay in the marketing or selling of Remeron or its generic equivalents, in exchange for payment of \$ 75 million in cash.

The Court preliminarily approved the Settlement and certified the class at a hearing on August 30, 2005. On September 19, 2005, copies of the Notice Of Proposed Class Action Settlement and Hearing Regarding Settlement (the "Notice") were timely disseminated by first-class mail to all Class members. The Notice informed Class members, among other things, that they could object to any or all terms of the Settlement, or opt-out of the Class entirely. The deadline for opting out was October 19, 2005. No Class member has objected to, or opted-out of the Settlement.

II. ANALYSIS

A. Final Approval of Class Action Settlement

1. Settlements That Meet Certain Conditions Are Presumed Fair

[HN1](#) [↑] The Third Circuit affords an initial presumption of fairness for a settlement "if the courts finds that: (1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only [*9] a small fraction of the class objected." In re Remeron End-Payor Antitrust Litigation, 2005 U.S. Dist. LEXIS 27011, 2005 WL 2230314, *15 (D. N.J. Sep 13, 2005) (hereinafter "End-Payor Opinion"), quoting In re Cendant Corp. Litig., 264 F.3d 201, 233 n. 18 (3d Cir. 2001).

Each of these factors weighs in favor of this presumption in the instant case. First, settlement negotiations were lengthy and formal, and included both formal presentations to the Court and to skilled mediators, as well as private mediation sessions attended by members of the Class. Second, as discussed in Part I above, both fact and expert discovery in this case was completed before the Settlement was reached, and included over one million pages of document discovery, and numerous expert reports. Third, both Plaintiffs' Counsel and Defendants' Counsel are skilled and experienced litigators. Fourth,

not a single member of the Class has objected to, or opted-out of, the proposed Settlement. Thus, this Court determines that an initial presumption of fairness attaches, although such finding is not dispositive.

2. Standard for Court Approval of Settlement

[HN2](#) [↑] A class action may be settled under Rule 23(e) upon [*10] a judicial finding that the settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(1)(C). Under Rule 23(e), this Court must determine whether the settlement is within a range that responsible and experienced attorneys could accept considering all relevant risks and factors of litigation. See Walsh v. Great Atlantic and Pacific Tea Co., 96 F.R.D. 632, 642 (D.N.J. 1983). The range "recognizes the uncertainties of law and fact in any particular case and the concomitant risks and costs necessarily inherent in taking any litigation to completion." Newman v. Stein, 464 F.2d 689, 693 (2d Cir. 1972).

Because a settlement represents an exercise of judgment by the negotiating parties, cases have consistently held that the function of a court reviewing a settlement is neither to rewrite the settlement agreement reached by the parties nor to try the case by resolving issues left unresolved by the settlement. Bryan v. Pittsburgh Plate Glass Co., 494 F.2d 799, 801 (3d Cir. 1974); Bullock v. Administrator of Kircher's Estate, 84 F.R.D. 1, 4 (D.N.J. 1979). "The temptation to [*11] convert a settlement hearing into a full trial on the merits must be resisted." Bell Atlantic Corp. v. Bolger, 2 F.3d 1304, 1315 (3d Cir. 1993).

[HN3](#) [↑] To determine whether the settlement is fair, reasonable and adequate under Rule 23(e), courts in the Third Circuit apply the nine-factor test enunciated in Girsh v. Jepson, 521 F.2d 153, 157 (3d Cir. 1975), and recently reaffirmed in In re Warfarin Sodium Antitrust Litig., 391 F.3d 516, 534-35. These factors are:

- (a) The complexity, expense, and likely duration of the litigation;
- (b) the reaction of the class to the settlement;
- (c) the stage of the proceedings and the amount of discovery completed;
- (d) the risks of establishing liability;
- (e) the risks of establishing damages;
- (f) the risks of maintaining the class action through the trial;
- (g) the ability of the defendants to withstand a

greater judgment;

(h) the range of reasonableness of the settlement fund in light of the best possible recovery; and

(i) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Id. (quoting Girsh, 521 F.2d at 156-57). [*12]

3. Evaluation of the Settlement Under Applicable Standards

a. The Complexity, Expense and Likely Duration of the Litigation

This factor requires examination of the additional cost, in time, money and judicial resources, of continued litigation. Courts must balance a proposed settlement against the enormous time and expense of achieving a potentially more favorable result through further litigation. See, e.g., In re Sunbeam Securities Litigation, 176 F. Supp. 2d 1323, 1332 (S.D. Fla. 2001) (more than three years of complex litigation before settlement reached).

The settlement of this complex antitrust action is clearly favored in view of the long litigation road yet to be traveled. See, e.g., Behrens v. Wometco Enters., Inc., 118 F.R.D. 534, 543 (S.D. Fla. 1988), aff'd 899 F.2d 21 (11th Cir. 1990) ("The law favors compromises in large part because they are often a speedy and efficient resolution of long, complex and expensive litigations.").

This case has already been long and hard-fought. Prior to the Settlement, the parties completed significant and voluminous fact and expert discovery, and fully litigated [*13] Defendants' motion to dismiss. Still pending are Plaintiffs' motion for class certification, and multiple motions for summary judgment. As this Court observed with respect to the end-payor settlement, "thousands of pages of materials were filed with this Court on summary judgment issues such as market definition, market power, and improper / late listing in the FDA Orange Book." End-Payor Opinion at *17. Absent the Settlement, these motion would have required considerable additional work on the part of the parties and the Court to fully litigate.

Further, if the case were not concluded on summary judgment, a lengthy and expensive trial on liability and damages allegedly caused by Defendants' alleged violations of Sherman Act § 2 would likely have followed. Trial preparation on both sides would be

necessary. Given Defendants' vigorous advocacy of their contention that they did not violate the Sherman Act, and the complex theories advanced for liability, it would be likely to expect appeals from any result reached on the question of liability or of damages. Avoidance of this expenditure of time and resources clearly benefits all parties. See In re General Motors Pick-Up Trust Fuel Tank Products Liab. Litig., 55 F.3d 768, 812 (3d Cir. 1995) [*14] (concluding that lengthy discovery and ardent opposition from the defendant with "a plethora of pretrial motions" were facts favoring settlement, which offers immediate benefits and avoids delay and expense); Rolland v. Cellucci, 191 F.R.D. 3, 10 (D. Mass. 2000) (prospect of two week trial "would have imposed significant preparatory time on everyone and would likely have required the court several months to issue an opinion.").

Finally, even if a trial resulted in a judgment for Plaintiffs, such judgment might not equal the amount of the Settlement, while Plaintiffs would have incurred additional expense and delay, as well as the risk of non-recovery based on a verdict for Defendants or reversal of a verdict for Plaintiffs on appeal. Therefore, this factor weighs in favor of approving the Settlement.

b. The Reaction of the Class to the Settlement

The response of the Class to the proposed Settlement also supports approval. As described above in Part I, the Settlement Notice included a description of: (a) the allegations of the Class Action; (b) the Class certified by the Court; (c) Class members' rights to opt-out or object under Rule 23; (d) the proposed plan of [*15] allocation; (e) the attorneys' fees, reimbursement of expenses and incentive award that would be sought, and (f) the process for Court approval. All Class members were sent copies of the Notice. The deadline for serving objections to the Settlement was October 26, 2005. No Class members have objected to, or have chosen to opt out of, the Settlement. Moreover, as noted above, the three largest Class members have closely monitored the Class Action, with the assistance of their own outside counsel, by attending mediation sessions and court hearings. These Class members were informed of, and agreed to, the material terms of the Settlement Agreement prior to its execution.

Such acceptance of the Settlement on the part of the Class is convincing evidence of the Settlement's fairness and adequacy. See Stoetznner v. U.S. Steel Corp., 897 F.2d 115, 118-119 (3d Cir. 1990) ("only" 29 objections in 281 member class "strongly favors

settlement"); see generally [Krell v. Prudential Ins. Co. of Am. \(In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions\)](#), 148 F.3d 283, 318 (3d Cir. 1998) (affirming conclusion that class reaction was favorable where 19,000 policyholders out of 8 million opted [*16] out and 300 objected). These factors weigh in favor of the Settlement.

[HN4](#) Furthermore, where, as here, a class is comprised of sophisticated business entities that can be expected to oppose any settlement they find unreasonable, the lack of objections indicates the appropriateness of the Settlement. See [In re M.D.C. Holdings Securities Litigation](#), 1990 U.S. Dist. LEXIS 15488, 1990 WL 454747, *10 (S.D.Cal. Aug 30, 1990) (lack of objections "is significant since the class includes sophisticated financial institutions . . . who have counsel available to advise and represent them and submit objections to either the settlement or the fees and expenses"). The absence of objections from the sophisticated Class is particularly significant here because many Class members here have also been members of classes certified in other pharmaceutical antitrust actions (see, e.g., [In re Relafen Antitrust Litigation](#), 231 F.R.D. 52, 2005 WL 2386119 (D.Mass. 2005); [In re Cardizem CD Antitrust Litig.](#), No. 99-73259 (E.D. Mich. Nov. 25, 2002); [In re Buspirone Patent and Antitrust Litigation](#), 210 F.R.D. 43 (S.D.N.Y. 2002)), and are therefore well suited to evaluate a proposed settlement [*17] in an action of this type.

c. The Stage of the Proceedings and the Amount of Discovery Completed

The purpose of this [Girsh](#) factor is to ensure that Class Counsel has an "adequate appreciation of the merits of the case before negotiating" a settlement. [In re Prudential](#), 148 F.3d at 319, quoting [In re General Motors](#), 55 F.3d at 813. In the present case, the Settlement comes only after the parties had sufficient time to understand and evaluate their respective positions.

As discussed in Part I, discovery in this case spanned more than a year, is complete, and has been extensive. This discovery included the entire record in the underlying patent litigation, numerous interrogatories and document requests, as well as third-party subpoenas to pharmaceutical manufacturers and consultants to the pharmaceutical industry. Direct Purchasers Plaintiffs reviewed over one million pages of documents and data produced by Defendants and third parties. Plaintiffs also answered extensive

interrogatories and produced voluminous records, and both Plaintiffs' and Defendants' experts have been extensively deposed.

Given this vast amount of discovery obtained, and [*18] the volume of motion practice that enabled Plaintiffs' Counsel to preview some of the defenses that Defendants would advance, Plaintiffs' Counsel had a valid basis to negotiate a settlement. See [In re Lucent Technologies, Inc., Securities Litigation](#), 307 F. Supp. 2d 633, 638 (D. N.J. 2004). Moreover, the mediation and negotiation process was itself rigorous and involved, giving the parties ample opportunity to assess the strengths of their respective claims and defenses before both learned mediators and the Court. See [In re Linerboard Antitrust Litig.](#), 296 F. Supp.2d 568, 578 (E.D. Pa. 2003) (noting positively that settlement talks involved "a number of face to face meetings and telephone conferences.").

As a result of the parties' efforts, the litigation had reached the stage where "the parties certainly [had] a clear view of the strengths and weaknesses of their cases." [Bonett v. Educational Debt Service, Inc.](#), 2003 U.S. Dist. LEXIS 9757, 2003 WL 21658267, *6 (E.D. Pa. May 9, 2003), quoting [In re Warner Communications Sec. Litig.](#), 618 F. Supp. 735, 745 (S.D.N.Y. 1985). Thus, the final Settlement occurred only after the parties and the [*19] Court were able to assess its fairness adequately.

d. The Risks of Establishing Liability

This factor surveys the possible risks of litigation in order to balance the likelihood of success and potential damages against benefit of settlement. [In re Prudential](#), 148 F.3d at 319. The history and current status of the litigation indicate that Plaintiffs face significant risk even before reaching trial. In an opinion dated September 8, 2004, this Court dismissed Plaintiffs' claims arising from allegations of fraud in connection with the prosecution of the 099 patent, wrongful listing of that patent in the Orange Book, and subsequent sham litigation. Therefore, without this Settlement, Plaintiffs would have to proceed on two claims: (1) the claim relating to the Defendants' decision to list the 099 patent 14 months after the deadline to do so established by FDA regulations (the "late listing claim"); and (2) Plaintiffs' claim that Defendants had engaged in an overarching scheme to delay competition, the net effect of which was anticompetitive, even if the individual acts of the scheme were not actionable under [Section 2](#) of the Sherman Act (the "overarching scheme claim"). [*20]

The risk to those surviving claims was immediate: pending before the Court at the time the Settlement was proposed was Defendants' omnibus motion for summary judgment, wherein Defendants argued that the late listing and overarching scheme claims were barred entirely by the Court's prior findings and Supreme Court precedent.

Finally, if Plaintiffs had succeeded in reaching trial, Plaintiffs would have had to prove that Defendants (1) possessed monopoly power, and (2) willfully acquired or maintained that power as distinguished from the growth or development of such due to a superior product, business acumen, or historic accident. United States v. Grinnell Corp., 384 U.S. 563, 571, 86 S. Ct. 1698, 16 L. Ed. 2d 778 (1966). Defendants raised numerous legal and factual defenses, including, *inter alia*, assertions that Direct Purchasers' claims: (1) involved no cognizable antitrust injury or damage; (2) were barred by the Noerr-Pennington doctrine; (3) were barred for failure to define properly an antitrust market; (4) described harm that was effectively "passed-on" to third parties; and (5) were time-barred by the applicable statute of limitations. Moreover, the Court's February 18, 2005 opinion denying Plaintiffs' [*21] motion for partial summary judgment on the issue of monopoly power would require Plaintiffs to prepare a complex and detailed analysis of the "relevant market" in which Remeron competed, in order to demonstrate the existence of antitrust liability. These risks of proving liability weigh in favor of approving this settlement.

e. The Risks of Establishing Damages

The fifth Girsh factor to be analyzed when considering the fairness of a settlement is "the risk of establishing damages." Girsh, 521 F.2d at 157. This factor "attempts to measure the expected value of litigating the action rather than settling it at the current time." In re Cendant, 264 F.3d at 239. To the extent that establishing damages is contingent upon liability, many of the same risks discussed in the previous section are also present here. Furthermore, there are substantial risks in proving damages, which the parties have avoided by virtue of the proposed settlement.

The determination of damages is a complicated and uncertain process. In the present case, the parties offered competing expert reports which included significantly different estimates of overcharge damages to which [*22] Plaintiffs would be entitled assuming liability could be proven at trial. Plaintiffs' expert economist estimates that the maximum antitrust

damages (prior to trebling) ranged from \$ 108 million to \$ 133 million, while Defendants' expert, relying on a similar damage model but disagreeing on certain material assumptions, estimated the same range as \$ 23.9 million to \$ 29.7 million. It is by no means certain that Plaintiffs would have succeeded in recovering the maximum measure of damages estimated by Plaintiffs' expert. See, e.g., In re Aetna Inc. Sec. Litig., 2001 U.S. Dist. LEXIS 68, 2001 WL 20928, *10 (E.D. Pa. Jan 4, 2001) ("Plaintiffs' damages theories rested primarily on the testimony and reports of expert witnesses. Such experts would likely have been challenged on Daubert or other grounds. Plaintiffs, therefore, risked the rejection of its experts first by the Court pursuant to Federal Rule of Evidence 104(a), or by the jury in assessing credibility."); In re Prudential Ins. Co. of America Sales Practices Litigation, 962 F.Supp. 450, 539 (D.N.J. 1997) ("a jury's acceptance of expert testimony is far from certain, regardless of the [*23] expert's credentials"); In re Safety Components, Inc. Securities Litigation, 166 F. Supp. 2d 72, 90 (D. N.J. 2001). Therefore, the risks of proving damages weigh in favor of approving the settlement.

f. The Risks of Maintaining the Class Action Through Trial

"Because the prospects for obtaining certification have a great impact on the range of recovery one can expect to reap from the [class] action, this factor measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial." End-Payor Opinion at *23, quoting In re Warfarin Sodium Antitrust Litigation, 391 F.3d 516, 537 (3d Cir. 2004) (internal quotes and citation omitted). The Settlement here comes after Plaintiffs' motion for class certification has been fully briefed. The briefing submitted indicates that this is a hotly contested issue, with Defendants raising multiple factual and legal arguments in opposition to certification. Class certification was granted here only after the Settlement had been proposed, and the Defendants had stipulated not to oppose Plaintiffs' certification request. Thus, the risks faced by Plaintiffs with regard to class [*24] certification weigh in favor of approving the Settlement.

g. The Ability of the Defendants to Withstand a Greater Judgment The parties do not contend that Defendants could not withstand a larger judgment. However, as this Court has noted, "many settlements have been approved where a settling defendant has had the ability to pay greater amounts." End-Payor Opinion at *23, citing Warfarin Sodium, 391 F.3d at 538 ("The fact that

DuPont could afford to pay more does not mean that it is obligated to pay any more than what the . . . class members are entitled to under the theories of liability that existed at the time the settlement was reached."); [Young Soon Oh v. AT & T Corp.](#), 225 F.R.D. 142, 150-51 (D.N.J. 2004); [In re Linerboard Antitrust Litig.](#), 321 F. Supp. 2d 619, 632 (E.D.Pa. 2004); [Erie County Retirees Assoc. v. County of Erie, Pennsylvania](#), 192 F. Supp. 2d 369, 376 (W.D. Pa. 2002); [Lazy Oil Co. v. Witco Corp.](#), 95 F. Supp.2d 290, 318 (W.D. Pa. 1997). This factor does not favor nor disfavor the Settlement.

h. The Range of Reasonableness of the Settlement In Light of the Best Possible Recovery

[*25] [HN5](#) An assessment of the reasonableness of a proposed settlement seeking monetary relief requires analysis of the present value of the damages a plaintiff would likely recover if successful, appropriately discounted for the risk of not prevailing. See [In re Prudential](#), 148 F.3d at 322. As this Court previously noted, "in order to evaluate the propriety of an antitrust class action settlement's monetary component, a court should compare the settlement recovery to the estimated single damages. Although in certain circumstances a plaintiff class may recover treble damages if it prevails at trial, that result is far from certain." [End-Payor Opinion at *24](#), citing [In re Ampicillin Antitrust Litigation](#), 82 F.R.D. 652, 654 (D.D.C.1979); [Detroit v. Grinnell Corp.](#), 495 F.2d 448 (2d Cir. 1974).

In the present case, Plaintiffs' expert economist estimates that the maximum antitrust single damages ranged from \$ 108 million for the "late listing" claim, to \$ 133 million for the "overarching scheme" claim. Accordingly, the Settlement represents 56% to 69% of the maximum single damages Plaintiffs could hope to recover, provided that liability was proven [*26] at trial. This is above the range of settlements routinely granted final approval. See [End-Payor Opinion at *24](#) ("An antitrust class action settlement may be approved even if the settlement amounts to a small percentage of the single damages sought, if the settlement is reasonable relative to other factors"); see also [In re Cendant Corp. Litig.](#), 264 F.3d 201, 231 (3d Cir. 2001) (approving settlement of 36% of total damages and noting that typical recoveries in complex securities class actions range from 1.6% -- 14% of estimated damages); [In re Linerboard Antitrust Litig.](#), 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350,*5 (E.D. Pa. June 2, 2004) (collecting cases in which courts have approved settlements of 5.35% to 28% of estimated (single) damages in complex antitrust actions); [In re Aetna](#), 2001 U.S. Dist. LEXIS 68,

[2001 WL 20928](#), *4 (approving settlement of approximately 10% of total damages of \$ 830 million); [Stop & Shop Supermarket Co. v. Smithkline Beecham Corp.](#), 2005 U.S. Dist. LEXIS 9705, 2005 WL 1213926 (E.D. Pa. May 19, 2005) (Recovery of 11.4% of estimated single damages "compares favorably with the settlements reached in other complex class action lawsuits.")

Moreover, in light of the [*27] highly contested nature of liability, it is likely that any judgment entered would have been the subject of post-trial motions and appeals, further prolonging the litigation and reducing the value of any recovery. See, e.g., [Parks v. Portnoff Law Associates, Ltd.](#), 243 F.Supp.2d 244, 253 (E.D. Pa. 2003). An appeal of a damage award could seriously and adversely affect the scope of an ultimate recovery, if not the recovery itself. See [Backman v. Polaroid Corp.](#), 910 F.2d 10 (1st Cir. 1990) (class won a jury verdict and a motion for judgment N.O.V. was denied, but on appeal the judgment was reversed and the case dismissed); [Berkey Photo, Inc. v. Eastman Kodak Co.](#), 603 F.2d 263 (2d Cir. 1979) (reversal of multimillion dollar judgment obtained after protracted trial); [Trans World Airlines, Inc. v. Hughes](#), 312 F. Supp. 478, 485 (S.D.N.Y. 1970), modified, 449 F.2d 51 (2d Cir. 1971), rev'd 409 U.S. 363, 366, 93 S. Ct. 647, 34 L. Ed. 2d 577 (1973) (\$ 145 million judgment overturned after years of litigation and appeals). Thus, the range of reasonableness of the settlement in light of the best possible recovery favors the Settlement.

[*28] i. The Range of Reasonableness of the Settlement to a Possible Recovery In Light of all the Attendant Risks of Litigation

This factor requires the Court to examine the terms of settlement from a "slightly different vantage point[]" than reasonableness in light of the best recovery. [In re General Motors](#), 55 F.3d at 806. As this Court noted, [HN6](#) "a court evaluating a proposed class action settlement should also consider whether the settlement represents a good value for a weak case or a poor value for a strong case." [End-Payor Opinion at *23](#), quoting [Warfarin Sodium](#), 391 F.3d at 538; see also [Girsh](#), 521 F.2d at 157 (court must examine the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation).

As discussed above, this litigation involves difficult legal and factual issues regarding a claim for damages resulting from Defendants' alleged violation of [Section 2](#) of the Sherman Act. Thus, in light of the significant size

of the settlement fund relative to the potential recoverable damages, the Settlement represents a good value for a strong case, albeit one where numerous [*29] critical legal issues have not been determined and are therefore uncertain. In addition, even if Plaintiffs successfully prevailed on those issues at trial, Defendants would likely appeal, resulting in further delaying any recovery for the Class. The Court is satisfied that the Settlement accounts for the risks inherent in this complex litigation and provides appropriate relief in light of these risks.

j. Conclusion

Given this Court's analysis, the Court concludes that the nine-factor test utilized by the Third Circuit is satisfied. The settlement is fair, adequate, and reasonable under [Federal Rule of Civil Procedure 23\(e\)](#).

B. Approval of the Plan of Allocation

[HN7](#) [↑] "As with settlement agreements, courts consider whether distribution plans are fair, reasonable, and adequate." [FTC v. Mylan Labs., Inc. \(In re Lorazepam & Clorazepate Antitrust Litig.\)](#), 205 F.R.D. 369, 381 (D.D.C. 2002); see also [In re Vitamins Antitrust Litig.](#), 2000 U.S. Dist. LEXIS 8931, 2000 WL 1737867, at *6 (D.D.C. Mar. 31, 2000). "In evaluating the formula for apportioning the settlement fund, the Court keeps in mind that district courts enjoy broad supervisory powers over the administration [*30] of class action settlements to allocate the proceeds among the claiming class members equitably." [Hammon v. Barry](#), 752 F. Supp. 1087, 1095 (D.D.C. 1990) (internal quotation marks and citations omitted); accord [In re "Agent Orange" Prod. Liability Litig.](#), 818 F.2d 179, 181 (2d Cir. 1987).

Plaintiffs propose to allocate the Settlement funds, net of Court approved attorneys' fees, incentive award, and expenses ("Net Settlement Fund"), in proportion to the overcharge damages incurred by each Class member due to Defendants' alleged conduct in restraint of trade. Such a method of allocating the Net Settlement Fund is inherently reasonable. See [In re Lucent Technologies, Inc., Securities Litigation](#), 307 F. Supp. 2d 633, 649 (D. N.J. 2004) ("A plan of allocation that reimburses class members based on the type and extent of their injuries is generally reasonable."); [In re Corel Corp. Inc. Securities Litigation](#), 293 F. Supp. 2d 484, 493 (E.D. Pa. 2003) (Courts "generally consider plans of allocation that reimburse class members based on the type and extent of their injuries to be reasonable.") quoting [Aetna](#)

[Inc. Sec. Litig.](#), 2001 U.S. Dist. LEXIS 68, 2001 WL 20928, [*31] *12 (E.D. Pa. Jan. 4, 2001).

The Plan of Allocation provides a method for determining each Class member's pro-rata share of the Net Settlement Fund. Specifically, the Plan of Allocation describes: 1) the method of calculating each Class member's overcharge damages and pro-rata share of the Net Settlement Fund; 2) the contents and method of disseminating a Claims Notice form; 3) the manner in which claims will be initially reviewed and processed; 4) the method of notifying Class members of the amount that each Class member will receive from the Net Settlement Fund ("Notice of Class Member Distribution Amount"); and 5) the process for handling and resolving challenged claims.

The Plan of Allocation also includes the deadlines for completing the following tasks related to distributing each Class member's pro-rata share of the Net Settlement Fund: 1) preparation and dissemination of the Claims Notice form; 2) receipt by Claims Administrator of completed Claims Notice form and supporting documentation; 3) curing deficiencies in any Claims Notice form or supporting documentation submitted by Class member; 4) disseminating the Notice of Class Member Distribution Amount; and, 5) challenging [*32] and resolving disputes over the Claims Administrator's determination of each Class member's distribution amount.

As the Plan of Allocation appears fair based on Plaintiffs' expert economist's calculations, and the three largest Class members support it, and the lack of any objections to it, this Court gives the plan final approval.

C. Plaintiffs' Motion for Award of Attorneys' Fees, Interest, Reimbursement of Expenses and Incentive Awards

Class Counsel requests that the Court award attorneys' fees in the amount of \$ 25 million plus interest accrued on that amount since it has been held in escrow. The \$ 25 million requested fee represents 33 1/3 % of the \$ 75 million Settlement Fund. Class Counsel also requests recovery of litigation expenses and incentive awards to named Plaintiffs.

1. Attorneys' Fees and Interest

This Court first finds that the percentage of fund method is the proper method for compensating Plaintiffs' Counsel in this common fund case. See, e.g., [Krell v.](#)

Prudential Ins. Co. of Am. (In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions), 148 F.3d 283, 333 (3d Cir. 1998) (stating **HN8** [↑] "the percentage of recovery method is generally favored in cases involving a common fund, [***33**] and is designed to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure"); Welch & Forbes, Inc. v. Cendant Corp. (In re Cendant Corp. Prides Litig.), 243 F.3d 722, 734 (3d Cir. 2001) (stating "the percentage-of-recovery method has long been used in this Circuit in common-fund cases").

HN9 [↑] The Third Circuit set forth with specificity the factors that a court should consider in evaluating such requested attorneys' fees in Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 (3d Cir. 2000) (overturning a decision that reduced a requested fee of 25% of the recovered fund to 18%). The Gunter factors "need not be applied in a formulaic way, and their weight may vary on a case-by-case basis." Oh v. AT & T Corp., 225 F.R.D. 142, 146 (D.N.J. 2004) (citing Gunter, 223 F.3d at 195). The Gunter factors include (a) the size of the fund created and number of persons benefitting from the settlement, (b) the presence/absence of substantial objections to the fee, (c) the skill of Plaintiffs' counsel, (d) complexity and duration of the litigation, (e) the risk of nonpayment, (f) amount of time devoted to the litigation, (g) [***34**] awards in similar cases. See Gunter, 223 F.3d at 195; In re Aremissoft Corp. Sec. Litig., 210 F.R.D. 109, 129 (D.N.J. 2002).

a. The Size and Nature of the Common Fund Created, and the Number of Class Members Benefitted by the Settlement

The Class here is comprised of approximately 70 business entities, as identified from Defendants' sales records. These entities will share in a settlement worth \$ 75 million in cash, less attorneys' fees, expenses and incentive award as granted by the Court. The magnitude of this recovery is significant when measured against the estimates as to the potential values of Plaintiffs' claims made by the parties' experts during the course of this litigation. See, e.g., In re General Instrument Securities Litig., 209 F. Supp.2d 423 (E.D. Pa. 2001) (awarding a one-third fee, and finding that a \$ 48 million fund to be shared by a class of thousands is "quite large" and exceeds "twice the amount that defendants' expert claimed plaintiffs could recover under the best circumstances."); In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 (E.D. Pa. June 2, 2004) (\$ 202 million settlement valued [***35**] at 42 percent of damages (prior to trebling) is "highly

favorable" factor in granting counsel's 30% fee request).

b. The Absence of Objections

Following preliminary approval of the Settlement and the form and manner of notice to the Class, individual notice was mailed to Class members and posted on Co-Lead Counsel's websites. The notice informed potential Class members that Class Counsel would be seeking fees of up to 33 1/3% of the Settlement Fund, reimbursement of expenses, plus interest thereon, and incentive awards for each of the named plaintiffs in the Class Action.

Class Counsel have received no objections from the Class.¹ The lack of objections from the Class supports the reasonableness of the fee request. See Stoetznier v. United States Steel Corp., 897 F.2d 115, 11-19 (3d Cir. 1990) (even when 29 members of a 281 person class (i.e. 10% of the class) objected, the response of the class as a whole "strongly favors [the] settlement"); In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 305 (stating that the fact that only two class members objected to the fee request supports approval of the fee); In re Rent-Way Secs. Litig., 305 F. Supp. 2d 491, 514 (W.D. Pa. 2003) [***36**] ("the absence of substantial objections by other class members to the fee application supports the reasonableness of Lead Counsel's request"). thus

¹ The support of the fee request by Class members here is even more significant. When a class is comprised of sophisticated business entities that can be expected to oppose any request for attorney fees they find unreasonable, the lack of objections "indicates the appropriateness of the [fee] request." Cimarron Pipeline Constr., Inc. v. National Council on Compensation Ins., 1993 U.S. Dist. LEXIS 19969, 1993 WL 355466, *1-2 (W.D. Ok. June 8, 1993); In re Sequoia Systems, Inc. Sec. Litig., 1993 WL 616694, *1 (D. Mass. Sept. 10, 1993) (finding "influential" the fact that no class member had objected to the fee request of one-third); In re M.D.C. Holdings, 1990 U.S. Dist. LEXIS 15488, 1990 WL 454747 at *10 n. 5 (lack of objections "is significant since the class includes sophisticated financial institutions . . . who have counsel available to advise and represent them and submit objections to either the settlement or the fees and expenses"). Courts have reasoned that favorable responses by sophisticated Class members is persuasive, since those class members are capable, independent of the assistance of Class Counsel, of evaluating the reasonableness of all aspects of a class action settlement. See, e.g., Muehler v. Land O'Lakes, Inc., 617 F. Supp. 1370, 1374 (D. Minn. 1985) ("The turkey growers in this class are sophisticated businesspeople, who possessed the degree of knowledge and ability sufficient to raise an objection if they believed the fee application was excessive").

indicating the strong support of the Class for the award of fees and expenses requested.

[*37] c. The Skill and Efficiency of Plaintiffs' Counsel

Class Counsel include some of the preeminent antitrust firms in the country with decades of experience in prosecuting and trying complex actions. Class Counsel also include firms with extensive patent experience, who are intimately involved in numerous lawsuits involving antitrust violations based on the improper use of patents. Class Counsel have significant experience in FDA regulatory matters. The settlement entered with Defendants is a reflection of Class Counsel's skill and experience. See In re Warfarin Sodium Antitrust Litig., 212 F.R.D. 231, 261 (D. Del. 2002) (class counsel "showed their effectiveness through the favorable cash settlement they were able to obtain"); see also In re Ikon Office Solutions, Inc. Sec. Litig., 194 F.R.D. 166, 194 (E.D. Pa. 2000) (awarding 30% fee and stating "the most significant factor in this case is the quality of representation, as measured by the quality of the result achieved, the difficulties faced, the speed and efficiency of the recovery, the standing, experience and expertise of the counsel, the skill and professionalism with which counsel prosecuted [*38] the case and the performance and quality of opposing counsel") (internal quotes omitted).

d. The Complexity and Duration of the Litigation

"As to the complexity of the case, an antitrust class action is arguably the most complex action to prosecute." In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 at *10, quoting In re Motorsports Merchandise Antitrust Litig., 112 F. Supp. 2d 1329, 1337 (N.D. Ga. 2000). This antitrust action is no different. As discussed above, this matter is extremely complicated, involving the patent, regulatory and antitrust laws, including interpretation of complex provisions of the Hatch-Waxman Act.

The discovery process was lengthy and difficult. Class Counsel (a) reviewed over one million pages of documents, (b) conducted over 45 depositions of fact witnesses, and (c) spent thousands of hours researching, analyzing and consulting with experts on the complex issues of fact and law put at issue in this case.

Finally, as noted by this Court in the End-Payor Opinion, "the circumstances surrounding a difficult settlement increase the complexity of a case." See End-Payor Opinion at *29, citing Larrison v. Lucent Techs., Inc.,

327 F. Supp. 426, 434, 2004 U.S. Dist. LEXIS 27246 (D. N. J. 2004). [*39] Here, the Court is well aware of the long and difficult road that led to the proposed Settlement, as the Court itself frequently lent its good offices to settlement hearings and mediation sessions. Thus, the complexity of the issues involved in Class Counsel's prosecution of this litigation supports the requested fee.

e. The Risk of Nonpayment

HN10 [↑] A determination of a fair fee must include consideration of the sometimes undesirable characteristics of a contingent antitrust actions, including the uncertain nature of the fee, the wholly contingent outlay of large out-of-pocket sums by plaintiffs, and the fact that the risk of failure and nonpayment in an antitrust case are extremely high. See, e.g., The Stop & Shop Supermarket Company v. SmithKline Beecham Corp., 2005 U.S. Dist. LEXIS 9705, 2005 WL 1213926, *11 (E.D. Pa. 2005) (risk of overcoming Noerr-Pennington defense, among others, "favors approval of the percentage of recovery requested as a fee in this case"); In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 at *12 (risk posed by Defendants' vigorous legal and factual defenses counsel in favor of 30% fee award).

This case is no exception to the rule. When Class Counsel [*40] undertook the representation of the named plaintiffs and the Class, there were no assurances that any fees would be received. The outcome of various motion practice in this case further increased Plaintiffs' risks. In its September 8, 2004 decision on Defendants' motion to dismiss, the Court dismissed (a) Plaintiffs' claims arising from the alleged Walker-Process fraud, (b) wrongful Orange Book listing and (c) sham litigation associated with the prosecution and enforcement of the 099 Patent. Following this opinion, every plaintiff group other than the Direct Purchaser Class, including the Generics and all other direct and indirect purchasers, chose to settle their claims.

Thereafter, Plaintiffs proceeded against Defendants on two theories of liability: (1) claims arising from the late-listing of the 099 patent in the Orange Book; and (2) Defendants' alleged overarching scheme to delay generic competition. The risk to those surviving claims was immediate: pending before the Court at the time the Settlement was proposed was Defendants' omnibus motion for summary judgment, wherein Defendants

argued that the late listing and overarching scheme claims were barred entirely by the [*41] Court's prior findings and Supreme Court precedent, and refuted by documentary evidence and testimony from Defendants' own employees. The prospect of prosecuting such untested theories through to trial presented undeniable risk. Accordingly, the risk of non-payment in this case weigh heavily in favor of approving the fee requested.

f. The Time Devoted to this Case by Plaintiffs' Counsel was Significant

Class Counsel has expended over 35,000 hours and advanced over \$ 1.9 million in expenses on this case. Class Counsel has analyzed over a million pages of document discovery and has taken dozens of depositions. Class Counsel also retained and worked closely with multiple experts in the complex areas of patent law, FDA regulation and the pharmaceutical industry implicated in this case. Class Counsel fought Defendants' motion to dismiss, prepared Plaintiffs' motion for class certification, and represented the Class in the multiple mediation sessions and settlement conferences necessary to reach the Settlement. See [End Payor Opinion at *29](#) ("Class Counsel's efforts in posturing this case for trial . . . played a role in spurring the settlement [and] produced a substantial payout [*42] to the class.") quoting [In re Newbridge Networks Sec. Litig., 1998 U.S. Dist. LEXIS 23238, 1998 WL 765724, *3 \(D. D.C. Oct 23, 1998\)](#).

Moreover, Class Counsel will likely incur hundreds of additional hours in connection with administering the settlement, without prospect for further fees. See [Varacallo v. Mass. Mut. Life Ins. Co., 226 F.R.D. 207, 252](#) (fee award will be sole compensation for counsel "despite the continuing responsibilities [counsel] will have in responding to Class Member inquiries, assisting the Claim Evaluator, consulting on individual cases, and any post-judgment proceedings and appeals.").

g. Awards in Similar Cases

The seventh and final [Gunter](#) factor -- a comparison with attorneys' fees awarded in similar cases -- also supports the fee requested by Class Counsel in the present case.

i. The requested 33 1/3% fee is within the applicable range of percentage-of-the-fund awards

"Courts within the Third Circuit often award fees of 25% to 33% of the recovery." [End-Payor Opinion at *30, citing In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 \(E.D. Pa. June 2,](#)

[2004](#)) (approving 30% fee of a \$ 202 million settlement in an antitrust class action); [Nichols v. SmithKline Beecham Corp., 2005 U.S. Dist. LEXIS 7061, 2005 WL 950616 \(E.D. Pa. 2005\) \[*43\]](#) (approving 30% fee of the \$ 65 million settlement in similar pharmaceutical antitrust action). A one third fee from a common fund has been found to be typical by several courts within this Circuit which have undertaken surveys of awards within the Third Circuit and others. [End-Payor Opinion at *30, citing In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 306-07 \(3d Cir. 2005\)](#) (review of 289 settlements demonstrates "average attorney's fees percentage [of] 31.71%" with a median value that "turns out to be one-third"). See also [In re General Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 822 \(3d Cir. 1995\)](#) (In common fund cases "fee awards have ranged from nineteen percent to forty-five percent of the settlement fund"); [Cullen v. Whitman Medical Corp., 197 F.R.D. 136, 150 \(E.D. Pa. 2000\)](#) ("the award of one-third of the fund for attorneys' fees is consistent with fee awards in a number of recent decisions within this district"); [In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 at *14](#) (citing with approval "a recent Federal Judicial Center study that found that in federal class actions generally [*44] median attorney fee awards were in the range of 27 to 30 percent.").

Moreover, the requested fee is consistent with awards in other complex antitrust actions involving the pharmaceutical industry. [In re Relafen Antitrust Litig., No. 01-12239-WGY \(D. Mass. April 9, 2004\)](#) (awarding 33 a % fee of a \$ 175 million settlement); [In re Buspirone Antitrust Litig., No. 01-CV-7951 \(JGK\) \(S.D.N.Y. April 1, 2003\)](#) (awarding a 33 a % fee of a \$ 220 million settlement); [North Shore Hematology-Oncology Associates, P.C. v. Bristol Myers Squibb Co., No. 1:04cv248 \(EGS\) \(D. D.C. Nov. 30, 2004\)](#) (awarding a 33 a % fee of a \$ 50 million settlement); [In re Terazosin Hydrochloride Antitrust Litig., No. 99-MDL-1317 \(S.D. Fla. Apr. 19, 2005\)](#); (awarding a 33 a % fee of a \$ 72.5 million settlement). Cf. [In re Cardizem CD Antitrust Litig., No. 99-73259 \(E.D. Mich. Nov. 26, 2002\)](#) (awarding 30% of a \$ 110 million settlement).

ii. The requested 33 1/3% fee reflects the market rate in other litigation of this type

[HN11](#)^[↑] The percentage-of-the-fund method of awarding attorneys' fees in class actions should approximate the fee which would be negotiated if the lawyer were offering his or her services [*45] in the private marketplace. "The object . . . is to give the

lawyer what he would have gotten in the way of a fee in an arm's length negotiation." [In re Continental Illinois Sec. Litig.](#), 962 F.2d 566, 572 (7th Cir. 1992); see also [Missouri v. Jenkins](#), 491 U.S. 274, 285-86, 109 S. Ct. 2463, 105 L. Ed. 2d 229 (1989); [In re Synthroid Marketing Litig.](#), 264 F.3d 712, 718 (7th Cir. 2001) ("when deciding on appropriate fee levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time"); see also [In re Thirteen Appeals Arising out of the San Juan Dupont Plaza Hotel Fire Litig.](#), 56 F.3d 295, 307; [In re RJR Nabisco, Inc. Sec. Litig.](#), 1992 U.S. Dist. LEXIS 12702, 1992 WL 210138, *7 (S.D.N.Y. Aug. 24, 1992).

In determining the market price for such services, evidence of negotiated fee arrangements in comparable litigation should be examined. See [Continental Illinois Sec. Litig.](#), 962 F.2d at 573 (the judge must try to simulate the market "by obtaining evidence about the terms of retention in similar suits, suits that differ only because, since they are not class actions, the market [*46] fixes the terms"); [Synthroid Marketing Litig.](#), 264 F.3d at 719 (court should evaluate fee contracts and other data from similar cases where fees were privately negotiated). Attorneys regularly contract for contingent fees between 30% and 40% with their clients in non-class, commercial litigation. See, e.g., [In re Ikon Office Solutions, Inc.](#), 194 F.R.D. at 194 ("In private contingency fee cases, particularly in tort matters, plaintiffs' counsel routinely negotiate agreements providing for between thirty and forty percent of any recovery."); [In re Orthopedic Bone Screws Products Liability Litig.](#), 2000 U.S. Dist. LEXIS 15980, 2000 WL 1622741, *7 (E.D. Pa. Oct. 23, 2000) ("... the court notes that plaintiffs' counsel in private contingency fee cases regularly negotiate agreements providing for thirty to forty percent of any recovery"); [Durant v. Traditional Invest., Ltd.](#), 1992 U.S. Dist. LEXIS 12273, 1992 WL 203870, *4 n. 7 (S.D.N.Y. Aug. 12, 1992) ("contingent fee agreements up to 40 percent have been held reasonable"); [Phemister v. Harcourt Brace Jovanovich, Inc.](#), 1984 U.S. Dist. LEXIS 23595, 1984 WL 21981, *15 (N.D. Ill. Sept. 14, 1984) ("the percentages agreed on [in contingent [*47] fee arrangements in non-class action damage lawsuits] vary, with one-third being particularly common").

h. Lodestar Cross-Check

[HN12](#) In addition to the percentage-of-the-fund approach, the Third Circuit has suggested that it is

"sensible" for district courts to "cross-check" the percentage fee award against the "lodestar" method. [Prudential](#), 148 F.3d at 333. A lodestar cross-check is not a [Gunter](#) factor but is a "suggested practice." [In re Cendant Corp., PRIDES Litig.](#), 243 F.3d at 735 (3d Cir. 2001). The Third Circuit has recognized that "multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied." [Id.](#), at 341, quoting 3 Herbert Newberg & Albert Conte, *Newberg on Class Actions*, § 14.03 at 14-5 (3d ed. 1992). "The district courts may rely on summaries submitted by the attorneys and need not review actual billing records." [In re Rite Aid](#), 396 F.3d at 306-07 (footnote omitted).

The records demonstrates that Class Counsel's lodestar in this case is \$ 13,419,645.71, resulting in a multiplier of 1.8. An examination of recently approved multipliers reveals that the multiplier [*48] requested here "is on the low end of the spectrum." [End-Payor Opinion at *33](#), (approving multiplier of 1.73) citing [Nichols v. SmithKline Beecham Corp.](#), 2005 U.S. Dist. LEXIS 7061, 2005 WL 950616, *24 (E.D. Pa. Apr. 22, 2005) (approving multiplier of 3.15); [In re Linerboard Antitrust Litig.](#), 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350, *4 (E.D. Pa. June 2, 2004) (approving a 2.66 multiplier); [Weiss v. Mercedes-Benz of N. Am., Inc.](#), 899 F. Supp. 1297, 1304 (D. N.J. 1995), *aff'd*, 66 F.3d 314 (3d Cir. 1995) (approving a 9.3 multiplier); [In re Rite Aid Corp. Secs. Litig.](#), 146 F. Supp. 2d 706, 736 (E.D. Pa. 2001) (multiple of over 6). This lodestar cross-check corroborates the result of the percentage-of-the-fund method.

i. Conclusion

Taking into consideration the above factors, this Court awards Plaintiffs' Counsel \$ 25 million of the Settlement Fund, plus 33 1/3 % of the accrued interest on the Settlement Fund.

2. Reimbursement of Reasonable Expenses

In addition to their request for attorneys' fees, Plaintiffs' Counsel seeks reimbursement of \$ 1,925,667.53 in expenses. [HN13](#) "Counsel in common fund cases is entitled to reimbursement of expenses that were [*49] adequately documented and reasonably and appropriately incurred in the prosecution of the case." [In re Cendant Corp.](#), 232 F. Supp. 2d 327, 343 (D. N.J. 2002), quoting [In re Safety Components Int'l, Inc.](#), 166 F. Supp. 2d 72, 104 (D. N.J. 2001).

Upon review of the affidavits submitted in support of this

request, the Court finds the requested amount to be fair and reasonable. Plaintiffs' Counsel's expenses reflect costs expended for purposes of prosecuting this litigation, including substantial fees for experts; substantial costs associated with creating and maintaining an electronic document database; travel and lodging expenses; copying costs; and the costs of court reporters and deposition transcripts. Reimbursement of similar expenses is routinely permitted. See End-Payor Opinion at *32, citing Oh v. AT & T Corp., 225 F.R.D. 142, 154 (D. N.J. 2004) (finding the following expenses to be reasonable: "(1) travel and lodging, (2) local meetings and transportation, (3) depositions, (4) photocopies, (5) messengers and express services, (6) telephone and fax, (7) Lexis/Westlaw legal research, (8) filing, court and witness fees, (9) [*50] overtime and temp work, (10) postage, (11) the cost of hiring a mediator, and (12) NJ Client Protection Fund-pro hac vice.").

3. Incentive Awards to Named Plaintiffs

Finally, Plaintiffs' Counsel request the approval of an incentive award in the amount of \$ 60,000, in total, for the two named plaintiffs, LWD and Meijer. The named plaintiffs spent a significant amount of their own time and expense litigating this action for the benefit of the Class. As recognized by numerous courts, such efforts should not go unrecognized. See End-Payor Opinion at *32, citing FTC v. Mylan Labs., Inc. (In re Lorazepam & Clorazepate Antitrust Litig.), 205 F.R.D. 369, 400 (D. D.C. 2002) ("Incentive awards are not uncommon in class action litigation and particularly where . . . a common fund has been created for the benefit of the entire class. . . . In fact, courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation") (internal quotations and citation omitted).

The Settlement Notice advised Class members that Class Counsel would apply for such an incentive award. No Class member objected. [*51] Moreover, the amount requested here is similar to amounts awarded in comparable settlements. See End-Payor Opinion at *33 (granting incentive awards of \$ 30,000 each to two third party payor plaintiffs); In re Linerboard Antitrust Litig., 2004 U.S. Dist. LEXIS 10532, 2004 WL 1221350 at *18 (approving \$ 25,000 to each representative of the classes); see also, Yap v. Sumitomo Corp. of America, 1991 U.S. Dist. LEXIS 2124, 1991 WL 29112, *9 (S.D.N.Y. Feb. 22, 1991) (\$ 30,000 incentive awards to the named plaintiffs); Van Vracken v. Atlantic Richfield

Co., 901 F. Supp. 294, 300 (N.D. Cal. 1995) (\$ 50,000 incentive award to named plaintiff); In re Dun & Bradstreet Credit Services Customer Litig., 130 F.R.D. 366, 373-74 (S.D. Ohio 1990) (two incentive awards of \$ 55,000 and three incentive awards of \$ 35,000); Revco Sec. Litigation, Arsam Co. v. Salomon Bros., Inc., 1992 U.S. Dist. LEXIS 7852, 1992 WL 118800, *7 (N.D. Ohio May 6, 1992) (\$ 200,000 incentive award to named plaintiff); Enterprise Energy Corp. v. Columbia Gas Transmission Corp., 137 F.R.D. 240, 250-51 (S.D. Ohio 1991) (\$ 50,000 incentive awards to each of the six named plaintiffs); Bogosian v. Gulf Oil Corp., 621 F. Supp. 27, 32 (E.D. Pa. 1985) [*52] (incentive awards of \$ 20,000 to each of two named plaintiffs). The requested incentive awards are both appropriate and reasonable.

III. CONCLUSION

For the foregoing reasons, (a) Direct Purchasers Plaintiffs' motion for final approval of the Settlement, and (b) Class Counsel for Direct Purchasers Plaintiffs' motion for attorneys' fees of \$ 25 million (plus accrued interest), litigation expenses, and incentive awards to Named Plaintiffs are granted.

November 9, 2005

Hon. Faith S. Hochberg, U.S.D.J.

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Document (1)

1. [*In re Schering-Plough Corp., 2012 U.S. Dist. LEXIS 75213*](#)

Client/Matter: PFAs



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As of: May 24, 2024 4:34 PM Z

[In re Schering-Plough Corp.](#)

United States District Court for the District of New Jersey

May 31, 2012, Decided; May 31, 2012, Filed

Civil Action No. 08-1432 (DMC)(JAD)

Reporter

2012 U.S. Dist. LEXIS 75213 *; 2012 WL 1964451

IN RE [SCHERING-PLOUGH](#) CORP. ENHANCE [ERISA](#)
LITIG.

Notice: NOT FOR PUBLICATION

Prior History: [In re Schering-Plough Erisa Litig., 2010 U.S. Dist. LEXIS 64381 \(D.N.J., June 29, 2010\)](#)

Core Terms

Settlement, risks, weighs, class action, lodestar, attorney's fees, class member, discovery, factors, class certification, requested fee, contingent, multiplier, damages, Courts, notice, Stock, settlement fund, reimbursement, benefitted, numerosity, documents, adequacy, cases

Case Summary

Overview

This matter began when a plaintiff, individually and on behalf of an employees' savings plan and a retirement savings plan, filed a Complaint alleging that defendants breached their financial duties to certain plan participants under [ERISA](#), particularly with regard to the plans' holdings of certain stock. In the context of [Fed. R. Civ. P. 23](#), before giving final approval to a proposed class action settlement, the court had to determine that the settlement was fair, adequate, and reasonable. Upon balancing the Girsch factors, the court found that the settlement met these criteria.

Outcome

Plaintiff's Motion for Final Approval of Class Certification, Final Approval of Class Action Settlement, Final Approval of the Proposed Plan of Allocation, and for an Award of Attorneys' Fees was granted.

LexisNexis® Headnotes

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Commonality

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > General Overview

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Numerosity

[HN1](#) **Prerequisites for Class Action, Commonality**

Class certification under [Fed. R. Civ. P. 23](#) has two primary requirements. First, pursuant to [Rule 23\(a\)](#), the party seeking class certification must demonstrate the existence of numerosity of the class, commonality of the questions of law or fact, typicality of the named parties' claims or defenses, and adequacy of representation. Second, the party must demonstrate that the class fits within one of the three categories of class actions set forth in [Rule 23\(b\)](#). [Rule 23\(b\)\(1\)](#) allows certification of a class if prosecuting separate actions would result in prejudice either to the plaintiff or the defendants. [Rule 23\(b\)\(2\)](#) allows certification of a class where the party opposing the class has acted or refused to act in a manner generally applicable to the class, so that final injunctive or declaratory relief would be appropriate with respect to the class as a whole.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Civil Procedure > Special Proceedings > Class

Actions > Voluntary Dismissals

[HN2](#) **Class Actions, Compromise & Settlement**

[Fed. R. Civ. P. 23\(e\)](#), provides that a class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such a manner as the court directs. [Fed. R. Civ. P. 23\(e\)](#). In determining whether to approve a class action settlement pursuant to [Rule 23\(e\)](#), the district court acts as a fiduciary who must serve as a guardian of the rights of absent class members.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN3](#) **Class Actions, Compromise & Settlement**

Before giving final approval to a proposed class action settlement, the court must determine that the settlement is fair, adequate, and reasonable. The U.S. Court of Appeals for the Third Circuit has identified nine factors, so-called "Girsh factors," that a district court should consider when making this determination: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. These factors are a guide and the absence of one or more does not automatically render the settlement unfair. Rather, the court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under Girsh.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN4](#) **Class Actions, Compromise & Settlement**

The approval of a plan of allocation of a settlement fund in a class action is governed by the same standards of

review applicable to approval of the settlement as a whole: the distribution plan must be fair, reasonable and adequate.

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[HN5](#) **Class Attorneys, Fees**

The U.S. Court of Appeals for the Third Circuit Court of Appeals has identified several factors--the Gunter factors--that a district court should consider when evaluating a motion for an award of attorneys' fees. These factors include: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiff's counsel; and (7) the awards in similar cases.

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Numerosity

[HN6](#) **Prerequisites for Class Action, Numerosity**

The numerosity element is met where the class is so numerous that joinder of all class members is impracticable. The numerosity requirement is satisfied where the proposed class consists of more than 90 geographically dispersed plaintiffs.

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Commonality

[HN7](#) **Prerequisites for Class Action, Commonality**

The commonality requirement is satisfied if named plaintiffs share at least one question of fact or law with the prospective class.

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Typicality

[HN8](#)  **Prerequisites for Class Action, Typicality**

The typicality requirement is satisfied where the class representatives and absent class members point to the same broad course of alleged conduct. The presence of some factual differences will not preclude a finding of typicality.

Civil Procedure > ... > Class Actions > Prerequisites for Class Action > Adequacy of Representation

[HN9](#)  **Prerequisites for Class Action, Adequacy of Representation**

The adequacy requirement is met where the class representatives' interests are not adverse to those of other members of the class, and the class representative is represented by attorneys who are qualified, experienced, and generally able to conduct the litigation.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN10](#)  **Class Actions, Compromise & Settlement**

In the context of whether to approve a class action settlement, the "Complexity, Expense and Likely Duration of Litigation" factor is concerned with assessing the probable costs, in both time and money, of continued litigation. Significant delay in recovery if a case proceeds to trial favors settlement.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN11](#)  **Class Actions, Compromise & Settlement**

In the context of whether to approve a class action settlement, the "Reaction of the Class to Settlement" factor requires the court to evaluate whether the number of objectors, in proportion to the total class, indicates that the reaction of the class to the settlement is favorable. The second Girsh factor is especially critical to its fairness analysis, as the reaction of the class is perhaps the most significant factor to be weighed in considering the settlement's adequacy. A relatively low objection rate militates strongly in favor of approval of the settlement. Further, silence constitutes tacit consent

to the agreement. When no objections have been filed, this militates strongly in favor of a finding that the settlement is fair and reasonable, and is entitled to nearly dispositive weight.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN12](#)  **Class Actions, Compromise & Settlement**

Pursuant to the third Girsh factor, a court must consider the degree of case development that Class Counsel have accomplished prior to settlement, including the type and amount of discovery already undertaken. In short, under this factor the court considers whether the amount of discovery completed in the case has permitted counsel to have an adequate appreciation of the merits of the case before negotiating. The discovery analyzed encompasses both formal and "informal" discovery, including discovery from parallel proceedings, companion cases and even third parties, such as experts or witnesses.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN13](#)  **Class Actions, Compromise & Settlement**

A trial on the merits always entails considerable risk. By evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them. The inquiry requires a balancing of the likelihood of success if the case were taken to trial against the benefits of immediate settlement.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN14](#)  **Class Actions, Compromise & Settlement**


In the context of class actions, the absence of one Girsh factor does not render a settlement unfair.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN15](#)  **Class Actions, Compromise & Settlement**

In the class action context, to evaluate whether a Settlement Agreement is fair to the plaintiff, the court must evaluate whether the defendants could withstand a judgment much greater than the amount of the settlement. That the defendant would surely be able to withstand a judgment in an amount greater than the (settlement amount) does not, however, standing alone, render a settlement unreasonable.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN16](#)  **Class Actions, Compromise & Settlement**

According to Girsh, courts approving settlements should determine a range of reasonable settlements in light of the best possible recovery (the eighth Girsh factor) and a range in light of all the attendant risks of litigation (the ninth factor). The last two Girsh factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN17](#)  **Class Actions, Compromise & Settlement**

In the context of class action settlements and determining whether a plan of allocation is fair, reasonable, and adequate, courts give great weight to the opinion of qualified counsel.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[HN18](#)  **Class Actions, Compromise & Settlement**

In the context of class action settlements, the lack of objections to the requested attorneys' fees supports the request, especially when the settlement class includes large, sophisticated institutional investors.

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[HN19](#)  **Class Attorneys, Fees**

In the context of class actions and attorneys' fees, courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval.

Civil Procedure > ... > Class Actions > Class Attorneys > Fees

[HN20](#)  **Class Attorneys, Fees**

In the context of class action litigation, courts have generally awarded fees in the range of 19 to 45 percent.

Civil Procedure > ... > Costs & Attorney Fees > Attorney Fees & Expenses > Reasonable Fees

[HN21](#)  **Attorney Fees & Expenses, Reasonable Fees**

Courts in the Third Circuit confirm the reasonableness of a fee by using the lodestar calculation method when a fee award is based on percentage of recovery. The lodestar analysis is performed by multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys. The reasonableness of the requested fee can be assessed by calculating the lodestar multiplier, which is equal to the proposed fee award divided by the lodestar. But the lodestar multiplier need not fall within any predefined range, provided that the District Court's analysis justifies the award. After a court determines the lodestar amount, it may increase or decrease that amount by applying a lodestar multiplier. A multiplier of 1.6 times the lodestar is an amount commonly approved by courts of the Third Circuit.

Civil Procedure > ... > Costs & Attorney Fees > Costs > General Overview

[HN22](#)  **Costs & Attorney Fees, Costs**

The test for this inquiry (reimbursement of expenses) is whether the particular costs are the type routinely billed by attorneys to paying clients in similar cases.

Civil Procedure > Special Proceedings > Class Actions > Compromise & Settlement

[HN23](#)  **Class Actions, Compromise & Settlement**

In the context of class actions, and paying incentive fees to the representative plaintiffs, it is not uncommon to award such fees. Courts routinely approve incentive awards to compensate named plaintiffs for services they provided and the risks they incurred during the course of the class action litigation.

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For C. RON CHEELEY, BOARD OF DIRECTORS, **SCHERING-PLOUGH** EMPLOYEE BENEFITS COMMITTEE, (AND JOHN AND JANE DOE 1-5 MEMBERS OF THE **SCHERING-PLOUGH** BENEFITS COMMITTEE), **SCHERING-PLOUGH** INVESTMENT COMMITTEE, (AND JOHN AND JANE DOES 6-10 MEMBERS OF THE INVESTMENT COMMITTEE), GLOBAL BENEFITS AND COMPENSATION OVERSIGHT COMMITTEE, (AND JOHN AND JANE DOES 11-14 MEMBERS OF THE GLOBAL BENEFITS AND COMPENSATION OVERSIGHT COMMITTEE), Consol Defendants: BRIAN M. ENGLISH, LEAD ATTORNEY, TOMPKINS, MCGUIRE, WACHENFELD & BARRY, LLP, NEWARK, NJ.

Judges: Hon. Dennis M. Cavanaugh, United States District Judge.

Opinion by: Dennis M. Cavanaugh

Opinion

DENNIS M. CAVANAUGH, U.S.D.J.

This matter comes before the Court on Plaintiff's Motion for Final Approval of Class Certification, Final Approval of Class Action Settlement, Final Approval of the Proposed Plan of Allocation, and for an Award of Attorneys' Fees. ECF No. 136. After considering the submissions of the parties, and based upon the fairness hearing conducted before this Court on May 30, 2012, it is the decision of this Court for the reasons herein expressed, that Plaintiff's [*4] Motion is **granted**.

I. BACKGROUND

This matter began on March 19, 2008, when Plaintiff Michael Gradone, individually and on behalf of the Schering-Plough Employees' Savings Plan and the Schering-Plough Puerto Rico Employees' Retirement Savings Plan (the "Plans"), filed a Complaint alleging that Defendants breached their financial duties to certain Plan Participants under the Employee Retirement Income Security Act ("ERISA"), particularly with regard to the Plans' holdings of Schering-Plough stock. On February 10, 2012, Plaintiffs filed a Settlement Agreement with this Court, wherein Defendants will provide \$12.25 million (the "Settlement Amount"), which will be distributed to a Settlement Class consisting of participants in the Plans from April 19, 2007 through April 2, 2008 (the "Settlement Class Period"), in accordance with the proposed Plan of Allocation. ECF No. 134. This Court preliminarily approved the Settlement Agreement on February 17, 2012. ECF No. 135. The Court's February 17, 2012 Order also approved the form and dissemination of class notice, and scheduled a Fairness Hearing for May 30, 2012.

Pursuant to this Court's Order, notice of the Settlement and Plan of Allocation has [*5] been provided to over 13,000 Settlement Class members. The deadline for filing of objections to the Settlement Agreement was May 8, 2012, and as of this date, no such objections have been filed on the record. Plaintiffs filed their motion papers on May 1, 2012. The matter is now before this Court.

II. LEGAL STANDARDS

A. Class Certification

HN1[↑] Class certification under Rule 23 has two primary requirements. First, pursuant to Fed. R. Civ. P. 23(a), the party seeking class certification must demonstrate the existence of numerosity of the class, commonality of the questions of law or fact, typicality of the named parties' claims or defenses, and adequacy of representation. Second, the party must demonstrate that the class fits within one of the three categories of class actions set forth in Fed. R. Civ. P. 23(b). Rule 23(b)(1) allows certification of a class if prosecuting separate actions would result in prejudice either to Plaintiff or Defendants. In re Ikon Office Solutions, Inc. Sec. Litig., 191 F.R.D. 457, 466 (E.D.Pa. 200). Rule 23(b)(2) allows certification of a class where the party opposing the class has acted or refused to act in a manner generally applicable to the class, so that [*6] final injunctive or declaratory relief would be appropriate with respect to the class as a whole.

B. Settlement Approval

HN2[↑] Federal Rule of Civil Procedure 23(e), provides that "[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such a manner as the court directs." Fed. R. Civ. P. 23(e). In determining whether to approve a class action settlement pursuant to Rule 23(e), "the district court acts as a fiduciary who must serve as a guardian of the rights of absent class members." In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 785 (3d Cir.1995) (quoting Grunin v. Int'l House of Pancakes, 513 F.2d 114, 123 (8th Cir. 1975), cert. denied, 423 U.S. 864, 96 S. Ct. 124, 46 L. Ed. 2d 93 (1975) (citation omitted)).

HN3[↑] Before giving final approval to a proposed class action settlement, the Court must determine that the settlement is "fair, adequate, and reasonable." Lazy Oil Co. v. Witco Corp., 166 F.3d 581, 588 (3d Cir. 1999); Walsh v. Great Atl. & Pac. Tea Co., 726 F.2d 956, 965 (3d Cir. 1983). In Girsh v. Jepson, the Third Circuit identified nine factors, so-called "Girsh [*7] factors," that a district court should consider when making this determination: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing

damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. [521 F.2d 153, 157 \(3d Cir. 1975\)](#). "These factors are a guide and the absence of one or more does not automatically render the settlement unfair." [In re American Family Enterprises, 256 B.R. 377, 418 \(D.N.J. 2000\)](#). Rather, the court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under [Girsh](#). See [In re Orthopedic Bone Screw Prods. Liab. Litig., 176 F.R.D. 158, 184 \(E.D. Pa. 1997\)](#); see also [In re AT&T Corp. Secs. Litig., 455 F.3d 160 \(3d Cir. 2006\)](#).

C. [*8] Plan of Allocation Approval

[HN4](#) [↑] The "[a]pproval of a plan of allocation of a settlement fund in a class action is governed by the same standards of review applicable to approval of the settlement as a whole: the distribution plan must be fair, reasonable and adequate." [Karcich v. Stuart \(In re Ikon Office Solutions, Inc., Sec. Litig.\), 194 F.R.D. 166, 184 \(E.D. Pa. 2000\)](#) (citations and internal quotations omitted); see also [Walsh v. Great Atlantic & Pacific Tea Co., 726 F.2d 956, 964 \(3d Cir. 1983\)](#) ("The Court's principal obligation is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund.").

D. Attorneys' Fees

[HN5](#) [↑] The Third Circuit Court of Appeals identified several factors—the [Gunter](#) factors—that a district court should consider when evaluating a motion for an award of attorneys' fees. These factors include: (1) the size of the fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; [*9] (6) the amount of time devoted to the case by plaintiff's counsel; and (7) the awards in similar cases. [In re Rite Aid Corp. Sec. Litig., 396 F.3d 294, 301 \(3d Cir. 2005\)](#) (citing [Gunter v. Ridgewood Energy Corp., 223 F.3d 190, 195 n.1 \(3d Cir. 2000\)](#)).

III. DISCUSSION

A. Class Certification

1. Numerosity, Commonality, Typicality, and Adequacy

[HN6](#) [↑] The numerosity element is met where the class is so numerous that joinder of all class members is impracticable. The Third Circuit has advised that the numerosity requirement is satisfied where the proposed class consists of "more than 90 geographically dispersed plaintiffs." [Eisenberg v. Gagnon, 766 F.2d 770, 785-86, cert. denied, 474 U.S. 946, 106 S. Ct. 342, 106 S. Ct. 343, 88 L. Ed. 2d 290 \(1985\)](#). In this instance, there are over 13,000 members of the Settlement Class. Accordingly, the numerosity requirement is met.

[HN7](#) [↑] The commonality requirement is satisfied if named plaintiffs share at least one question of fact or law with the prospective class. In this instance, the Complaint alleges breach of fiduciary duties owed under [ERISA](#), the determination of which involves issues of law and fact that are identical for all Settlement Class members. The commonality requirement is thus satisfied.

[HN8](#) [↑] The typicality [*10] requirement is satisfied where the class representatives and absent class members point to the same broad course of alleged conduct. The presence of some factual differences will not preclude a finding of typicality. In this instance, the typicality requirement is satisfied because the claims of both named Plaintiffs and the absent class members are wholly based on the violation of duties owed under [ERISA](#) in the same course of conduct.

Finally, [HN9](#) [↑] the adequacy requirement is met where the class representatives' interests are not adverse to those of other members of the class, and the class representative is represented by attorneys who are qualified, experienced, and generally able to conduct the litigation. Here, there is no doubt that lead plaintiffs have acted, and continue to act, in the best interest of the settlement class. Further, counsel's firm resumes and experience clearly indicate their adequacy.

2. [Rule 23\(b\)\(1\)](#)

Plaintiffs seek certification under [Rule 23\(b\)\(1\)\(A\)](#) or, alternatively, under [Rule 23\(b\)\(1\)\(B\)](#). In either instance, the class may be certified. The class satisfies [Rule 23\(b\)\(1\)\(B\)](#) because absent certification as a class

action, both parties face the possibility of inconsistent [*11] judgments, such as the possibility that in one case Defendants maybe held liable as fiduciaries, and in another they may not. The class may also be certified under [Rule 23\(b\)\(1\)\(B\)](#), because adjudication with respect to individual member of the Settlement Class would be dispositive of the interests of the other members of the Class, as the recovery would go directly to the Plan and not the participants. Accordingly, the matter may be properly certified as a class action.

B. Approval of Settlement

1. Complexity, Expense and Likely Duration of Litigation

[HN10](#) [↑] This factor is concerned with assessing the "probable costs, in both time and money, of continued litigation." [In re Cendant Corp. Litig.](#), 264 F.3d 201, 234 (3d Cir. 2001). Significant delay in recovery if this case proceeds to trial favors settlement approval. See, e.g., [In re Warfarin Sodium Antitrust Litig.](#), 391 F.3d 516, 536 (3d Cir. 2004); [Weiss v. Mercedes-Benz of N. Am., Inc.](#), 899 F. Supp. 1297, 1301 (D.N.J. 1995). This lawsuit has been ongoing since March 19, 2008. Without settlement, the parties would need to engage in extensive additional discovery, as well as the exchange of pre-trial, and potentially, trial and post-trial motions. [*12] If the case does indeed go to trial, there will necessarily be significant additional delay. Therefore, this factor favors settlement approval.

2. Reaction of the Class to Settlement

[HN11](#) [↑] This factor requires the Court to evaluate whether the number of objectors, in proportion to the total class, indicates that the reaction of the class to the settlement is favorable. The Court also notes that the second [Girsh](#) factor is especially critical to its fairness analysis, as the reaction of the class "is perhaps the most significant factor to be weighed in considering [the settlement's] adequacy." [Sala v. National R.R. Passenger Corp.](#), 721 F. Supp. 80, 83 (E.D. Pa. 1989); [Fanning v. AcroMed Corp. \(In re Orthopedic Bone Screw Prods. Liab. Litig.\)](#), 176 F.R.D. 158, 185 (E.D. Pa. 1997) (stating that a "relatively low objection rate militates strongly in favor of approval of the settlement") (internal citations omitted). Further, silence constitutes tacit consent to the agreement. No objections have been filed in this matter. This militates strongly in favor of a finding that the Settlement is fair and reasonable, and is entitled to nearly dispositive weight. [New England Carpenters Health Benefits Fund v. First DataBank, Inc.](#), 602 F. Supp. 2d 277, 282, 285 (D. Mass. 2009);

[*13] [In re Linerboard Antitrust Litig.](#), 321 F. Supp. 2d 619 (E.D. Pa. 2004). The second [Girsh](#) factor, therefore, weighs strongly in favor of approving the Settlement.

3. Stage of the Proceedings and Amount of Discovery Completed

[HN12](#) [↑] Pursuant to the third [Girsh](#) factor, the Court must consider the "degree of case development that Class Counsel have accomplished prior to Settlement," including the type and amount of discovery already undertaken. [GMC, 55 F.3d at 813](#). In short, under this factor the Court considers whether the amount of discovery completed in the case has permitted "counsel [to have] an adequate appreciation of the merits of the case before negotiating." [In re Schering-Plough/Merck Merger Litig., No. 09-1099, 2010 U.S. Dist. LEXIS 29121 at *30 \(Mar. 26, 2010\)](#). The discovery analyzed encompasses both formal and "informal" discovery, including discovery from parallel proceedings, companion cases and even third parties, such as experts or witnesses. *Id.* Here, as Plaintiff notes, the Settlement was reached after over four years of litigation and the review of Plan documents and tens and thousands of internal documents. Further, Plaintiff's Counsel deposed several witnesses, responded [*14] to dispositive motions, and engaged in and reviewed expert analysis of several key issues in this litigation. It is thus clear that Plaintiff's counsel have an adequate appreciation of the facts in this matter, and this factor weighs in favor of approval.

4.-5. Risks of Establishing Liability and Damages

[HN13](#) [↑] A trial on the merits always entails considerable risk. [Weiss, 899 F. Supp. at 1301](#). "By evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them." [GMC, 55 F.3d at 814](#). "The inquiry requires a balancing of the likelihood of success if 'the case were taken to trial against the benefits of immediate settlement.'" [In re Safety Components Int'l](#), 166 F. Supp. 2d 72, 89 (D.N.J. 2001). **ERISA** class actions based on the same theories as the present matter involve a complex and rapidly evolving area of law. This uncertainty, combined with the risks associated with a potential trial and the need to overcome likely summary judgment motions, indicates that Plaintiff faced significant risks in establishing liability and damages if the [*15] matter proceeded to trial. This factor therefore weighs in favor of approval.

6. Ability of Plaintiffs to Maintain Class Certification

Plaintiff's brief does not address this issue. However, [HN14](#) the absence of one Girsch factor does not render a settlement unfair. [In re American Family Enterprises, 256 B.R. 377, 418 \(D.N.J. 2000\)](#). Accordingly, this factor weighs neither against nor in favor of settlement.

7. Ability of Defendants to Withstand a Greater Judgment

[HN15](#) To evaluate whether the Settlement Agreement is fair to Plaintiff, the Court must evaluate whether Defendants could withstand a judgment much greater than the amount of the settlement. [In re Schering-Plough/Merck Merger Litig., 2010 U.S. Dist. LEXIS 29121 at *37](#). Plaintiff indicates that Defendant would surely be able to withstand a judgment in an amount greater than \$12.25 million. This does not, however, standing alone, render the settlement unreasonable. [See In re Painewebber Ltd. P'ships Litig., 171 F.R.D. 104, 129 \(S.D.N.Y. 1997\)](#). Accordingly, this factor does not weigh against a finding of reasonableness.

8.-9. [*16] Reasonableness of the Settlement Fund in Light of the Best Possible Recovery, and in Light of the Attendant Risks of Litigation

[HN16](#) "According to Girsh, courts approving settlements should determine a range of reasonable settlements in light of the best possible recovery (the eighth Girsh factor) and a range in light of all the attendant risks of litigation (the ninth factor)." [GMC, 55 F.3d at 806](#). "The last two Girsh factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case." [In re Schering-Plough/Merck Merger Litig., 2010 U.S. Dist. LEXIS 29121 at *38-39](#). In this matter, as noted above, Plaintiff faces many uncertainties regarding the proof of damages. For instance, if only Company Stock added to the Plans was considered in the damages analysis, and not full liquidation of all Company Stock in the Plans, the damages amount would likely be under the amount currently sought. Accordingly, this factor weighs in favor of settlement.

10. Summary of Factors

In sum, upon balancing the Girsch factors, the Settlement appears fair, adequate, reasonable and proper, and in the best interests of the class and the shareholders.

C. [*17] The Plan of Allocation

[HN17](#) In determining whether a Plan of Allocation is fair, reasonable, and adequate, courts give great weight to the opinion of qualified counsel. [White v. NFL, 822 F.Supp. 1389, 1420 \(D.Minn. 1993\)](#). Under the present Plan of Allocation, each Participant receives a share of the Net Proceeds based approximately on the decline in the value of Schering-Plough Stock Fund shares he or she held in a Plan account over the Class Period in comparison with the decline in value of the Schering-Plough Stock Fund units held by other Participants in their Plan accounts. The distribution takes place through the Plans so as to realize the tax advantage of investment in the Plans. This is a simple, neutral, and commonly used structure that has been approved in a number of stock fund ERISA cases. [See, e.g., In re AOL Time Warner ERISA Litig., No. 02-8853, 2006 U.S. Dist. LEXIS 70474, 2006 WL 2789862, at *10 \(S.D.N.Y. Sept. 27, 2006\)](#). The Plan of Allocation is therefore approved as fair, adequate, and reasonable.

D. Attorneys' Fees

Class Counsel seeks an award of 33.3% of the Settlement Fund, representing a multiplier of Class Counsel's lodestar of 1.6. Class Counsel also seeks reimbursement of their out of pocket [*18] expenses in the amount of \$112,207.20. Finally, Class Counsel requests case contribution awards in the amount of \$10,000 to Michael Gradone and \$5,000 for T.C. Davis. The Class Notice provided the Settlement Class members with advance notice that Class Counsel would seek these awards. No objections have been filed by Class Members or by Defendants.

1. The Size of the Fund Created and the Number of Persons Benefitted

Approximately 13,000 individuals will benefit from this litigation. Plaintiff's Counsel's efforts have resulted in a substantial cash recovery for those individuals, especially when considered in light of the above discussed risks faced in this litigation. Given the size of the fund created and the number of individuals benefitted, this factor weighs in favor of approval. [See, e.g., Hall, 2010 U.S. Dist. LEXIS 109355, 2010 WL 4053547, at *16](#).

2. The Presence or Absence of Objections

As discussed above, no objections have been filed in this matter. [HN18](#) "The lack of objections to the

requested attorneys' fees supports the request, especially because the settlement class includes large, sophisticated institutional investors." [Smith v. Dominion Bridge Corp., No. 96-7580, 2007 U.S. Dist. LEXIS 26903, 2007 WL 1101272 \(E.D.Pa. April 11 2007\)](#) [*19] (citing [Stoetzner v. U.S. Steel Corp., 897 F.2d 115, 118-19 \(3d Cir. 1990\)](#)). This factor therefore favors the award of Plaintiff's Counsel's requested fee.

3. The Skill and Efficiency of the Attorneys Involved

The skill and efficiency of Class Counsel is high, as demonstrated by the supporting documents submitted by Class Counsel, as well as the Court's own experience with Class Counsel. Class Counsel are highly skilled attorneys with substantial experience in class action litigation. Therefore, this factor favors an award of attorneys' fees.

4. The Complexity and the Duration of the Litigation

As discussed above, this is a significantly complex litigation that has been ongoing for four years. This factor weighs in favor of an award of attorneys' fees.

5. The Risk of Nonpayment

Plaintiff's Counsel undertook this action on a contingency fee basis, have carried the risk of non-payment throughout the four years of ongoing litigation, and have devoted 4,640 hours to this litigation. [HN19](#) Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval. See, e.g., [McGee v. Continental Tire North America, Inc., No. 06-6234, 2009 U.S. Dist. LEXIS 17199, 2009 WL 539893, at *15 \(D.N.J. Mar. 4, 2009\)](#) [*20] ("Class Counsel accepted the responsibility of prosecuting this class action on a contingency fee basis and without any guarantee of success or award. Accordingly, this factor weighs in favor of approval."); [In re Prudential-Bache Energy Income P'ships Sec. Litig., No. 888, 1994 U.S. Dist. LEXIS 6621, at *16 \(E.D.La. May 18, 1994\)](#) (stating that "[c]ounsel's contingent fee risk is an important factor in determining the fee award. Success is never guaranteed and counsel faced serious risks since both trial and judicial review are unpredictable."). Accordingly, this factor weighs in favor of approval of the award of attorneys' fees.

6. The Reasonableness of the Fee When Compared with Similar Cases

As discussed above, Plaintiff's Counsel have reviewed tens of thousands of pages of documents, conducted

numerous depositions, and have spent over 4,000 hours in the pursuit of this litigation. In this matter, Plaintiff requests a fee of 33.3%. [HN20](#) Courts have generally awarded fees in the range of nineteen to forty-five percent. [Hall, 2010 U.S. Dist. LEXIS 109355, 2010 WL 4053547, at *21](#); see, e.g., [In re Remeron Direct Purchaser Antitrust Litig., No. 03-0085, 2005 U.S. Dist. LEXIS 27013, 2005 WL 30080, at *12-18 \(D.N.J. Nov. 9, 2005\)](#) (Hochberg, J.) (confirming [*21] 33.3% fee). Further, if this were not a class-action litigation, a contingent fee in such a complex case would likely range between 30 and 40 percent of the recovery. See, e.g., [Hall, 2010 U.S. Dist. LEXIS 109355, 2010 WL 4053547, at *21](#) (requested fee is "consistent with a privately negotiated contingent fee in the marketplace"). Plaintiff's requested fee is therefore reasonable.

[HN21](#) Courts in this Circuit confirm the reasonableness of a fee by using the lodestar calculation method when a fee award is based on percentage of recovery. [In re Merck & Co., Inc. Vytarin Erisa Litigation, No. 8-285, 2010 U.S. Dist. LEXIS 12344, 2010 WL 547613 at *12 \(D.N.J. Feb. 09, 2010\)](#). The lodestar analysis is performed by multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys. [Id.](#) (citations omitted). "The reasonableness of the requested fee can be assessed by calculating the lodestar multiplier, which is equal to the proposed fee award divided by the lodestar. But the lodestar multiplier need not fall within any predefined range, provided that the District Court's analysis justifies the [*22] award." [Id.](#) (citations omitted). "After a court determines the lodestar amount, it may increase or decrease that amount by applying a lodestar multiplier." [Id.](#) (citations omitted).

Plaintiff's Counsel's lodestar for this action, based on the 4,640 hours devoted to this litigation and on the usual billing rates of its attorneys and professionals, is \$2,539,991.50. Joint Decl. ¶ 36, ECF No. 136-4. Plaintiff's requested fee constitutes a multiplier of 1.6 times the lodestar, which is an amount commonly approved by courts of this Circuit. Accordingly, the lodestar cross check confirms that the requested fee is reasonable.

7. Summary of Factors

In sum, the balance of factors weigh in favor of an award of attorneys' fees.

C. Reimbursement of Expenses

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Class Counsel additionally asks the Court for reimbursement of \$112,207.20 in litigation expenses incurred in connection with this litigation. This type of reimbursement has been expressly approved by the Third Circuit. [Abrams v. Lightolier, Inc., 50 F.3d 1204, 1225 \(3d Cir. 1995\)](#). [HN22](#)^[↑] The test for this inquiry is whether the particular costs are the type routinely billed by attorneys to paying clients in similar cases. Class Counsel's declarations indicate **[*23]** that their separate expenses are in the amount sought. The Notice provided to the Settlement Class indicated that Class Counsel would seek an award up to \$200,000,000.00. No class member has objected. Accordingly, reimbursement in the amount sought is warranted.

D. Incentive Fees

Finally, Class Counsel seeks permission [HN23](#)^[↑] to pay incentive fees to the representative Plaintiffs, in the amount of \$10,000 to Michael Gradone and \$5,000 to T.C. Davis. It is not uncommon to award such fees. [See, e.g., Cullen v. Whitman Med. Corp., 197 F.R.D. 136, 145 \(E.D.Pa.2000\)](#) (quoting [In re S. Ohio Corr. Facility, 175 F.R.D. 270, 272 \(S.D. Ohio 1997\)](#)) ("[C]ourts routinely approve incentive awards to compensate named plaintiffs for services they provided and the risks they incurred during the course of the class action litigation."). Class Counsel notes that each Plaintiff has contributed to this litigation and benefitted the Class by reviewing the pleadings, staying informed with the litigation, providing Class Counsel with information and materials, providing information and documents responsive to Defendants' discovery requests, preparing to sit for depositions, and reviewing the Settlement Agreement. The **[*24]** Court is convinced that the award sought is appropriate, and accordingly, Plaintiff's request for an award of incentive fees is granted.

IV. CONCLUSION

For the foregoing reasons, Plaintiff's Motion is **granted**. An appropriate Order accompanies this Opinion.

/s/ Dennis M. Cavanaugh

Dennis M. Cavanaugh, U.S.D.J.

Date: May 31, 2012



User Name: Christine Burton

Date and Time: Friday, May 24, 2024 12:30:00PM EDT

Job Number: 225101849

Document (1)

1. [*Plymouth County Contributory Ret. Sys. v. Hassan, 2012 U.S. Dist. LEXIS 26334*](#)

Client/Matter: PFAs



Cited

As of: May 24, 2024 4:30 PM Z

Plymouth County Contributory Ret. Sys. v. Hassan

United States District Court for the District of New Jersey

February 28, 2012, Decided; February 28, 2012, Filed

Civil Action No. 08-1022 (DMC)(JAD)

Reporter

2012 U.S. Dist. LEXIS 26334 *; 2012 WL 664827

PLYMOUTH COUNTY CONTRIBUTORY
RETIREMENT SYSTEM, Plaintiff, v. FRED HASSAN, et
al., Defendants.

Notice: NOT FOR PUBLICATION

Core Terms

Settlement, weighs, attorney's fees, factors, risks,
discovery, lodestar, approve, class action, cases,
requested fee, shareholders

Counsel: [*1] For MARY E. CAIN, derivatively on
behalf of SCHERING-PLOUGH CORPORATION,
JAMES D. CAIN, Lead Plaintiffs: David Randell Scott,
LEAD ATTORNEY, Scott & Scott LLP - CT, Colchester,
CT; JUDITH S. SCOLNICK, LEAD ATTORNEY, SCOTT
& SCOTT LLP, NEW YORK, NY; CARL CASE
BECKWITH, BECKWITH & WOLF, LLP,
ENGLEWOOD, NJ.

For Plymouth County Contributory Retirement System,
Plaintiff: CARL CASE BECKWITH, LEAD ATTORNEY,
BECKWITH & WOLF, LLP, ENGLEWOOD, NJ; JUDITH
S. SCOLNICK, LEAD ATTORNEY, SCOTT & SCOTT
LLP, NEW YORK, NY.

For FRED HASSAN, HANS W. BECHERER, THOMAS
J. COLLIGAN, C. ROBERT KIDDER, PHILIP LEDER,
M.D., EUGENE R. MCGRATH, CARL E. MUNDY, JR.,
ANTONIO M. PEREZ, PATRICIA F. RUSSO, JACK L.
STAHL, DR. CRAIG B. THOMPSON, KATHRYN C.
TURNER, ROBERT F.W. VAN OORDT, ARTHUR F.
WEINBACH, ROBERT J. BERTOLINI, C. RON
CHEELEY, CARRIE S. COX, THOMAS P. KOESTLER,
RAUL E. KOHAN, THOMAS J. SABATINO, JR., BRENT
L. SAUNDERS, CECIL B. PICKETT, Defendants:
BRIAN M. ENGLISH, WILLIAM B. MCGUIRE, LEAD
ATTORNEYS, TOMPKINS, MCGUIRE, WACHENFELD
& BARRY, LLP, NEWARK, NJ.

For SCHERING-PLOUGH CORPORATION, NOMINAL
DEFENDANT, Defendant: BRIAN M. ENGLISH,

WILLIAM B. MCGUIRE, LEAD ATTORNEYS,
TOMPKINS, MCGUIRE, WACHENFELD & BARRY,
[*2] LLP, NEWARK, NJ; DOUGLAS SCOTT EAKELEY,
GAVIN J. ROONEY, MONICA PERRETTE, LEAD
ATTORNEYS, LOWENSTEIN SANDLER, PC,
ROSELAND, NJ; THEODORE V. WELLS, JR., PAUL,
WEISS, RIFKIND, WHARTON & GARRISON, LLP,
NEW YORK, NY.

For MERCK & CO., INC., Successor-in-Interest to
SCHERING-PLOUGH CORPORATION, the Legacy
Corporation, Defendant: BRIAN M. ENGLISH, LEAD
ATTORNEY, TOMPKINS, MCGUIRE, WACHENFELD
& BARRY, LLP, NEWARK, NJ.

Judges: Hon. Dennis M. Cavanaugh, United States
District Judge.

Opinion by: Dennis M. Cavanaugh

Opinion

DENNIS M. CAVANAUGH, U.S.D.J.

This matter comes before the Court upon the Motions of
Plaintiff Plymouth County Contributory Retirement
System ("Plaintiff") for Final Approval of the Proposed
Settlement and for an Award of Attorneys' Fees
consistent with the provisions set forth in the Stipulation
of Settlement. ECF No. 143. After considering the
submissions of the parties, and based upon the fairness
hearing conducted before this Court on February 28,
2012, it is the decision of this Court for the reasons
herein expressed, that Plaintiff's Motion for Final
Approval of the Settlement is **granted**, and that
Plaintiff's Motion for an Award of Attorneys' Fees is
granted.

I.BACKGROUND

This matter involves the settlement [*3] of a class action derivative suit between Plaintiff and Defendants Fred Hassan, et al. ("Defendants"). The underlying facts of this case are well known to the parties, and need not be repeated here, except as necessary to explain the terms of the settlement agreement. A more thorough explanation of the underlying facts of this case can be found in the Declaration of Judith S. Scolnick in Support of Plaintiff's Motions ("Scolnick Decl."), ECF No. 143-5.

On December 21, 2011, Plaintiff filed a Motion for Settlement. ECF No. 136. The Settlement requires Corporate Defendant New Merck ("New Merck") to institute a corporate governance reform. Stipulation of Settlement, Ex. B. to Scolnick Decl., ECF No. 143-7. This reform is designed to prevent a recurrence of the alleged harm that occurred from the delay in release of certain clinical trial results. The reform requires annual reporting to the Research Committee of the Board of Directors by Merck Research Labs on the specific topic of delay, for any reason, of a covered clinical trial that extends beyond one year from the completion date of a clinical trial. Stipulation of Settlement ¶ 2.

Along with the Motion for Settlement, Plaintiff has [*4] a filed a Motion for an Award of Attorneys' Fees in the amount of \$5,100,000.00. This amount is discussed in the Settlement, and Defendants have stipulated that they will not object to the award. Stipulation of Settlement ¶ 12.

This Court entered an Order Preliminarily Approving the Proposed Settlement and Directing the Issuance of Notice on January 10, 2012. ECF No. 141. On January 20, 2012, Defendants provided Notice to this Court of Proof of Filing of Notice and Proof of Internet Posting. ECF No. 142. Plaintiff filed the present Motion on February 21, 2012. This Court conducted a fairness hearing concerning the Motion on February 28, 2012. As of the date of the hearing, no objections were filed on the record, and no objections were made during the hearing. The matter is now before this Court.

II. LEGAL STANDARDS

A. Settlement Approval

Federal Rule of Civil Procedure 23(e), provides that "[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such a manner as the court

directs." Fed. R. Civ. P. 23(e). In determining whether to approve a class action settlement [*5] pursuant to Rule 23(e), "the district court acts as a fiduciary who must serve as a guardian of the rights of absent class members." In re GMC Pick-Up Truck Fuel Tank Prods. Liab. Litig., 55 F.3d 768, 785 (3d Cir. 1995) (quoting Grunin v. Int'l House of Pancakes, 513 F.2d 114, 123 (8th Cir. 1975), cert. denied, 423 U.S. 864, 96 S. Ct. 124, 46 L. Ed. 2d 93 (1975) (citation omitted)).

Before giving final approval to a proposed class action settlement, the Court must determine that the settlement is "fair, adequate, and reasonable." Lazy Oil Co. v. Witco Corp., 166 F.3d 581, 588 (3d Cir. 1999); Walsh v. Great Atl. & Pac. Tea Co., 726 F.2d 956, 965 (3d Cir. 1983). In Girsh v. Jepson, the Third Circuit identified nine factors, so-called "Girsh factors," that a district court should consider when making this determination: (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the [*6] range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. 521 F.2d 153, 157 (3d Cir. 1975). "These factors are a guide and the absence of one or more does not automatically render the settlement unfair." In re American Family Enterprises, 256 B.R. 377, 418 (D.N.J. 2000). Rather, the court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under Girsh. See In re Orthopedic Bone Screw Prods. Liab. Litig., 176 F.R.D. 158, 184 (E.D. Pa. 1997); see also In re AT&T Corp. Secs. Litig., 455 F.3d 160 (3d Cir. 2006). In sum, the Court's assessment of whether the settlement is fair, adequate and reasonable is guided by the Girsh factors, but the Court is in no way limited to considering only those enumerated factors and is free to consider other relevant circumstances and facts involved in this settlement.

B. Attorneys' Fees

The Third Circuit Court of Appeals identified several factors—the Gunter factors—that a district court should consider when evaluating a motion for an [*7] award of attorneys' fees. These factors include: (1) the size of the

fund created and the number of persons benefitted; (2) the presence or absence of substantial objections by members of the class to the settlement terms and/or fees requested by counsel; (3) the skill and efficiency of the attorneys involved; (4) the complexity and duration of the litigation; (5) the risk of nonpayment; (6) the amount of time devoted to the case by plaintiff's counsel; and (7) the awards in similar cases. *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 301 (3d Cir. 2005) (citing *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 195 n.1 (3d Cir. 2000)).

III. DISCUSSION

A. Approval of Settlement

1. Complexity, Expense and Likely Duration of Litigation

This factor is concerned with assessing the "probable costs, in both time and money, of continued litigation." *In re Cendant Corp. Litig.*, 264 F.3d 201, 234 (3d Cir. 2001). Significant delay in recovery if this case proceeds to trial favors settlement approval. See, e.g., *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 536 (3d Cir. 2004); *Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J. 1995). As asserted by Plaintiff, this case has [*8] been ongoing for four years, and class counsel have expended over 10,000 hours on the litigation. Without settlement, the parties would need to engage in extensive additional discovery, as well as the exchange of pre-trial, and potentially, trial and post-trial motions. If the case does indeed go to trial, there will necessarily be significant additional delay. Therefore, this factor favors settlement approval.

2. Reaction of the Class to Settlement

This factor requires the Court to evaluate whether the number of objectors, in proportion to the total class, indicates that the reaction of the class to the settlement is favorable. The Court also notes that the second *Girsh* factor is especially critical to its fairness analysis, as the reaction of the class "is perhaps the most significant factor to be weighed in considering [the settlement's] adequacy." *Sala v. National R.R. Passenger Corp.*, 721 F. Supp. 80, 83 (E.D. Pa. 1989); *Fanning v. AcroMed Corp. (In re Orthopedic Bone Screw Prods. Liab. Litig.)*, 176 F.R.D. 158, 185 (E.D. Pa. 1997) (stating that a "relatively low objection rate militates strongly in favor of approval of the settlement" (internal citations omitted)). Further, silence [*9] constitutes tacit consent to the agreement. Pursuant to this Court's Order granting

preliminary approval of the Settlement, any objections from New Merck's shareholders was required to be received by the Court by February 8, 2012. No such objections have been filed, and none were made at the fairness hearing. This militates strongly in favor of a finding that the Settlement is fair and reasonable, and is entitled to nearly dispositive weight. *New England Carpenters Health Benefits Fund v. First DataBank, Inc.*, 602 F. Supp. 2d 277, 282, 285 (D. Mass. 2009); *In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619 (E.D. Pa. 2004). The second *Girsh* factor, therefore, weighs strongly in favor of approving the Settlement.

3. Stage of the Proceedings and Amount of Discovery Completed

Pursuant to the third *Girsh* factor, the Court must consider the "degree of case development that Class Counsel have accomplished prior to Settlement," including the type and amount of discovery already undertaken. *GMC*, 55 F.3d at 813. In short, under this factor the Court considers whether the of amount of discovery completed in the case has permitted "counsel [to have] an adequate appreciation of the merits of [*10] the case before negotiating." *In re Schering-Plough/Merck Merger Litig., No. 09-1099, 2010 U.S. Dist. LEXIS 29121 at *30 (Mar. 26, 2010)*. The discovery analyzed encompasses both formal and "informal" discovery, including discovery from parallel proceedings, companion cases and even third parties, such as experts or witnesses. *Id.* Here, as Plaintiff notes, the Settlement was consummated in the fourth year of litigation, after Plaintiff's Counsel reviewed more than seven million pages of documents in connection with this action. In addition, Plaintiff's Counsel has taken or attended approximately 40 depositions, consulted expert witnesses, and engaged in mediation. It is thus clear that Plaintiff's counsel have an adequate appreciation of the facts in this matter, and this factor weighs in favor of approval.

4.-5. Risks of Establishing Liability and Damages

A trial on the merits always entails considerable risk. *Weiss*, 899 F. Supp. at 1301. "By evaluating the risks of establishing liability, the district court can examine what the potential rewards (or downside) of litigation might have been had class counsel elected to litigate the claims rather than settle them." *GMC*, 55 F.3d at 814. [*11] "The inquiry requires a balancing of the likelihood of success if 'the case were taken to trial against the benefits of immediate settlement.'" *In re Safety Components Int'l*, 166 F. Supp. 2d 72, 89 (D.N.J. 2001). Shareholder derivative litigation is always "notably

difficult and unpredictable." [Zerkle v. Cleveland-Cliffs Iron Co.](#), 52 F.R.D. 151, 159 (S.D.N.Y. 1971). In this case, although Plaintiff has engaged in substantial discovery, a Motion to Dismiss remains pending, and would surely be followed by a Motion for Summary Judgment, and potentially by the always risky prospect of a trial. Plaintiff faces significant risks in establishing liability and damages, and this factor therefore weighs in favor of approval.

6. Ability of Defendants to Maintain Class Certification

A derivative action does not present the concern of maintaining class certification in a class action, and this factor weighs neither in favor nor against approval. [Unite Nat. Retirement Fund v. Watts](#), No. 4-3603, 2005 U.S. Dist. LEXIS 26246, 2005 WL 2877899 at *4 (D.N.J. Oct. 28, 2005).

7. Ability of Defendants to Withstand a Greater Judgment

To evaluate whether the Settlement Agreement is fair to Plaintiffs, the Court must evaluate whether Defendants [*12] could withstand a judgment much greater than the amount of the settlement. [In re Schering-Plough/Merck Merger Litig.](#), 2010 U.S. Dist. LEXIS 29121 at *37. Because the settlement agreement provides relief of a non-pecuniary nature, the Court is not in a position to say whether Defendants could withstand a greater judgment. As a result, this factor does not weigh against or in favor of approval. [Unite](#), 2005 U.S. Dist. LEXIS 26246, 2005 WL 2877899 at *4.

8.-9. Reasonableness of the Settlement Fund in Light of the Best Possible Recovery, and in Light of the Attendant Risks of Litigation

"According to [Girsh](#), courts approving settlements should determine a range of reasonable settlements in light of the best possible recovery (the eighth [Girsh](#) factor) and a range in light of all the attendant risks of litigation (the ninth factor)." [GMC](#), 55 F.3d at 806. "The last two [Girsh](#) factors evaluate whether the settlement represents a good value for a weak case or a poor value for a strong case." [In re Schering-Plough/Merck Merger Litig.](#), 2010 U.S. Dist. LEXIS 29121 at *38-39. The Court finds the benefit conferred by the Settlement in this case to be substantial. The Settlement represents a better option than little or no recovery [*13] at all. Thus, the reasonableness of the settlement weighs in favor of approval.

10. Summary of Factors

In sum, the Court finds that the balance of factors weigh in favor of approval of the proposed Settlement. The Court further finds that the Settlement is fair, adequate, reasonable and proper, and in the best interests of the class and the shareholders. Accordingly, the Court approves the Settlement Agreement.

B. Attorneys' Fees

1. The Size of the Fund Created and the Number of Persons Benefitted

Unlike [Gunter](#), this case is not a percentage of fee award case. The first factor is therefore not at issue.

2. The Presence or Absence of Objections

As discussed above, no objections have been filed in this matter. "The lack of objections to the requested attorneys' fees supports the request, especially because the settlement class includes large, sophisticated institutional investors." [Smith v. Dominion Bridge Corp.](#), No. 96-7580, 2007 U.S. Dist. LEXIS 26903, 2007 WL 1101272 (E.D.Pa. April 11 2007) (citing [Stoetznier v. U.S. Steel Corp.](#), 897 F.2d 115, 118-19 (3d Cir. 1990)). This factor therefore favors the award of Plaintiff's Counsel's requested fee.

3. The Skill and Efficiency of the Attorneys Involved

The skill and efficiency [*14] of the attorneys involved is high. Class Counsel are highly skilled attorneys with substantial experience in class action litigation, as illustrated by the Declarations of Counsel accompanying their fee application. Ex. L to Scolnick Decl., ECF No. 143-18. Therefore, this factor favors an award of attorneys' fees.

4. The Complexity and the Duration of the Litigation

As discussed above, this is a significantly complex litigation that has been ongoing for four years. This factor weighs in favor of an award of attorneys' fees.

5. The Risk of Nonpayment

Plaintiff's Counsel undertook this action on a contingency fee basis, and have carried the risk of nonpayment throughout the four years of ongoing litigation. Scolnick Decl. ¶¶ 4, 35. Counsel has maintained vigor and dedication throughout this litigation, and the risk of nonpayment therefore weighs in favor of an award of attorneys' fees.

6. The Amount of Time Devoted to the Case by Plaintiff's Counsel

As discussed above, Plaintiff's Counsel has reviewed millions of pages of documents, conducted numerous depositions, and expended over 10,000 hours in the pursuit of this litigation. Courts in this Circuit confirm the reasonableness of a fee by [*15] using the lodestar calculation method when a fee award is based on percentage of recovery. In re Merck & Co., Inc. Vytorin Erisa Litigation, No. 8-285, 2010 U.S. Dist. LEXIS 12344, 2010 WL 547613 at *12 (D.N.J. Feb. 09, 2010). The lodestar analysis is performed by multiplying the number of hours reasonably worked on a client's case by a reasonable hourly billing rate for such services based on the given geographical area, the nature of the services provided, and the experience of the attorneys. Id. (citations omitted). "The reasonableness of the requested fee can be assessed by calculating the lodestar multiplier, which is equal to the proposed fee award divided by the lodestar. But the lodestar multiplier need not fall within any predefined range, provided that the District Court's analysis justifies the award." Id. (citations omitted). "After a court determines the lodestar amount, it may increase or decrease that amount by applying a lodestar multiplier." Id. (citations omitted).

Plaintiff's Counsel's lodestar for this action, based on the usual billing rates of its attorneys and professionals, is \$6,115,672.50. Ex. J. to Scolnick Decl., ECF No. 143-16. Plaintiff's Counsel has actually requested an award of [*16] fees in an amount less than their actual lodestar and expenses. This is presumptively reasonable, and weighs in favor of an award of attorneys' fees.

7. Awards in Similar Cases

A review of similar cases indicates that Plaintiff's Counsel's requested fee amount is reasonable. Recently settled shareholders' derivative cases highlighted in Plaintiff's moving papers have included awards in amounts of \$9,200,000.00, \$8,750,000, and \$14,500,000.00. See Pl.'s Mot. Br. 12, ECF No. 143-2. Based on these cases, and on this Court's own experience in similar matters, the requested fee is reasonable, and this factor weighs in favor of an award.

8. Summary of Factors

In sum, the Court finds that the balance of factors weigh in favor of an award of attorneys' fees. The requested fees have not been objected to by any shareholder or by Defendants. The Court therefore approves the award.

C. Incentive Fees

Class counsel also seeks permission to pay incentive fees to the representative Plaintiffs, in the amount of \$5,500 to Plymouth Count and \$4,500 to Local 38. It is not uncommon to award such fees. See, e.g., Cullen v. Whitman Med. Corp., 197 F.R.D. 136, 145 (E.D.Pa. 2000) (quoting In re S. Ohio Corr. Facility, 175 F.R.D. 270, 272 (S.D. Ohio 1997)) [*17] ("[C]ourts routinely approve incentive awards to compensate named plaintiffs for services they provided and the risks they incurred during the course of the class action litigation."). The Court grants permission to award incentive fees.

IV. CONCLUSION

For the foregoing reasons, Plaintiff's Motions are **granted**. An appropriate Order accompanies this Opinion.

/s/ Dennis M. Cavanaugh

Dennis M. Cavanaugh, U.S.D.J.

Date: February 28, 2012

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EXHIBIT 5

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KENNETH SEVERA, *et al.*,

Plaintiffs,

v.

SOLVAY SPECIALTY
POLYMERS, *et al.*,

Defendants.

Case No. 20-cv-06906-ESK-AMD

ORDER

THIS MATTER having come before the Court on plaintiffs' motion for final approval of class certification and settlement (Motion) (ECF No. 218) and the Court having conducted a friendly hearing (Hearing) as set by District Judge Noel L. Hillman (Ret.) (ECF No. 213) and later rescheduled by the Court (ECF No. 235),

IT IS on this **16th** day of **September 2024** **ORDERED** that:

1. Upon consideration of the submissions of the parties and objectors, and the testimony of guardian *ad litem* James P. Savio, JSC (Ret.), the Court does not approve the settlement as to the minor class members.
2. The Motion is DENIED.
3. A status conference will be held at 2:00 p.m. on October 21, 2024 in Courtroom 4D of the Mitchell H. Cohen Building & United States Courthouse in Camden.
4. The parties are directed to obtain the transcript of the Hearing.

/s/ Edward S. Kiel

EDWARD S. KIEL

UNITED STATES DISTRICT JUDGE

EXHIBIT 6

| | | |
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| 4/6/2023 | 0.1 | email with counsel |
| 4/6/2023 | 0.1 | email with counsel |
| 4/6/2023 | 0.1 | email with counsel |
| 4/6/2023 | 0.1 | email with counsel |
| 4/6/2023 | 1.3 | zoom with OTB, alan sklarsky, gerald williams re settlement negotiations |
| 4/6/2023 | 0.3 | call with crystal parker re negotiations |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.1 | E-Mail |
| 4/10/2023 | 0.1 | Notes Added |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.1 | email with counsel |
| 4/10/2023 | 0.4 | call with crystal parker re negotiations |
| 4/11/2023 | 0.1 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |
| 4/11/2023 | 0.1 | email with counsel |
| 4/11/2023 | 0.1 | email with counsel |
| 4/11/2023 | 0.1 | email with counsel |
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| 4/11/2023 | 0.1 | email with counsel |
| 4/11/2023 | 0.1 | email with counsel |
| 4/12/2023 | 0.1 | Review of 203 SEVERA Filed SLF Notice of Appearance-23898.pdf. |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | Notes Added |
| 4/13/2023 | 0.1 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | Notes Added |
| 4/13/2023 | 0.1 | E-Mail |
| 4/13/2023 | 0.1 | E-Mail |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.3 | call with defense counsel re negotiations |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | email with counsel |
| 4/13/2023 | 0.1 | email with counsel |
| 4/17/2023 | 0.1 | email with counsel |
| 4/17/2023 | 0.1 | email with counsel |
| 4/17/2023 | 0.1 | email with counsel |
| 4/18/2023 | 0.1 | email with counsel |
| 4/18/2023 | 0.1 | email with counsel |
| 4/18/2023 | 0.1 | email with counsel |
| 4/18/2023 | 0.5 | Call with Crystal |
| 4/19/2023 | 1.7 | call with chris gibson |
| 4/19/2023 | 0.1 | email with counsel |
| 4/20/2023 | 0.1 | email with counsel |
| 4/20/2023 | 0.1 | email with counsel |
| 4/20/2023 | 0.1 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |

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| 5/2/2023 | 0.1 | Notes Added |
| 5/2/2023 | 0.1 | email with counsel |
| 5/2/2023 | 0.1 | email with counsel |
| 5/2/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | Review of Confidential Letter to Judge Donio re Settlement status-24228.pdf. |
| 5/3/2023 | 0.1 | Review of National Park EOA - Signed-23895.pdf. |
| 5/3/2023 | 0.8 | call with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/3/2023 | 0.1 | email with counsel |
| 5/4/2023 | 0.1 | email with counsel |
| 5/4/2023 | 0.1 | email with counsel |
| 5/4/2023 | 1 | call with 3m |
| 5/4/2023 | 0.1 | email with counsel |
| 5/4/2023 | 0.1 | email with counsel |
| 5/5/2023 | 0.3 | call with 3M re negotiations |
| 5/5/2023 | 0.1 | Notes Added |
| 5/5/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.5 | calculations for settlement |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.5 | phone call / Notes Added |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 1.3 | settlement conference prep |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/8/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | E-Mail |
| 5/9/2023 | 0.4 | E-Mail / call with AHS |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.5 | Notes Added |
| 5/9/2023 | 0.1 | Notes Added |
| 5/9/2023 | 5.5 | settlement conference |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/9/2023 | 0.1 | email with counsel |
| 5/10/2023 | 0.1 | email with counsel |

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| 5/10/2023 | 0.1 | email with counsel |
| 5/10/2023 | 0.1 | email with counsel |
| 5/10/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |
| 5/11/2023 | 1 | zoom with co counsel re work allocation |
| 5/11/2023 | 0.1 | E-Mail |
| 5/11/2023 | 0.1 | email with counsel |
| 5/11/2023 | 0.1 | email with counsel |
| 5/12/2023 | 0.1 | email with counsel |
| 5/12/2023 | 0.1 | email with counsel |
| 5/12/2023 | 0.1 | email with counsel |
| 5/12/2023 | 0.4 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |
| 5/12/2023 | 0.1 | email with counsel |
| 5/12/2023 | 0.8 | settlement spreadsheet |
| 5/15/2023 | 0.1 | email with counsel |
| 5/15/2023 | 0.1 | email with counsel |
| 5/16/2023 | 1.8 | PFAS spreadsheet for settlement |
| 5/16/2023 | 0.1 | E-Mail |
| 5/16/2023 | 0.1 | email with counsel |
| 5/16/2023 | 0.1 | email with counsel |
| 5/17/2023 | 0.7 | call with ahs re cost allocation |
| 5/17/2023 | 0.1 | email with counsel |
| 5/17/2023 | 0.1 | email with counsel |
| 5/17/2023 | 0.3 | Notes Added- briggs call |
| 5/17/2023 | 0.3 | Notes Added - callis call |
| 5/17/2023 | 0.3 | Notes Added - armando fernandez call |
| 5/17/2023 | 0.1 | Notes Added - eddie franklin call |
| 5/17/2023 | 0.3 | Notes Added - jeanette giordano call |
| 5/17/2023 | 0.1 | Notes Added - scott gouse |
| 5/17/2023 | 0.1 | Notes Added - wesley kille |
| 5/17/2023 | 0.3 | Notes Added - michael Harper |
| 5/17/2023 | 0.1 | Notes Added - justin lloyd call |
| 5/17/2023 | 0.1 | Notes Added - john malinowski |
| 5/17/2023 | 0.1 | Notes Added - jerry philipp |
| 5/17/2023 | 0.1 | Notes Added - Elmer Powell |
| 5/17/2023 | 0.3 | Notes Added - jim rapisardi call |
| 5/17/2023 | 0.1 | Notes Added - justin schaller |
| 5/17/2023 | 0.1 | email with counsel |
| 5/17/2023 | 0.1 | email with counsel |
| 5/18/2023 | 0.1 | email with counsel |
| 5/18/2023 | 0.1 | email with counsel |
| 5/19/2023 | 0.1 | email with counsel |
| 5/19/2023 | 0.1 | email with counsel |
| 5/19/2023 | 0.3 | Notes Added -- jerry philipp call |
| 5/19/2023 | 0.1 | email with counsel |
| 5/19/2023 | 0.1 | email with counsel |
| 5/19/2023 | 0.1 | email with counsel |

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| 6/12/2023 | 0.4 | Review of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/12/2023 | 0.1 | email |
| 6/13/2023 | 0.1 | email |
| 6/13/2023 | 0.1 | email |
| 6/13/2023 | 0.1 | email |
| 6/13/2023 | 0.1 | email |
| 6/13/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | Review of WILLIAMS CEDAR FILES PFAS Water Contamination. |
| 6/14/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | Notes Added |
| 6/14/2023 | 1.5 | Motion for Certification |
| 6/14/2023 | 0.1 | email |
| 6/14/2023 | 0.1 | email |
| 6/15/2023 | 0.1 | email |
| 6/15/2023 | 0.1 | email |
| 6/15/2023 | 0.1 | Review of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/15/2023 | 1.6 | Revise of Motion for Certification - 24639.docx. |
| 6/15/2023 | 0.4 | E-Mail / call with eddie franklin |
| 6/15/2023 | 0.1 | Notes Added |
| 6/15/2023 | 0.1 | email |
| 6/20/2023 | 0.1 | email |
| 6/20/2023 | 0.1 | email |
| 6/20/2023 | 0.1 | Notes Added |
| 6/20/2023 | 0.1 | email |
| 6/22/2023 | 0.1 | email |
| 6/22/2023 | 0.1 | email |
| 6/22/2023 | 0.1 | email |
| 6/22/2023 | 0.1 | email |
| 6/22/2023 | 0.3 | Update of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/22/2023 | 0.1 | email |
| 6/23/2023 | 0.1 | Review of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/23/2023 | 0.1 | email |
| 6/26/2023 | 0.6 | revise PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/26/2023 | 0.1 | email |
| 6/26/2023 | 6.1 | Review of Motion for Certification - 24639.docx. |
| 6/26/2023 | 0.1 | email |
| 6/26/2023 | 0.1 | email |

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| 6/26/2023 | 0.1 | email |
| 6/26/2023 | 0.1 | email |
| 6/26/2023 | 0.1 | Notes Added / call with briggs |
| 6/26/2023 | 0.1 | Notes Added / call with jutsin lloyd |
| 6/26/2023 | 0.1 | Notes Added / elmer powell call |
| 6/26/2023 | 0.1 | email |
| 6/26/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.8 | Draft of Motion for Certification - 24639.docx. |
| 6/27/2023 | 1.8 | draft of stipulation |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/27/2023 | 0.1 | email |
| 6/28/2023 | 0.3 | E-Mail - call with elmer powell |
| 6/28/2023 | 0.1 | Notes Added |
| 6/28/2023 | 0.3 | E-Mail / call with charles briggs |
| 6/28/2023 | 0.1 | Notes Added |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/28/2023 | 0.1 | email |
| 6/29/2023 | 0.1 | email |
| 6/29/2023 | 0.1 | email |
| 6/29/2023 | 0.3 | Review of Stipulation of Settlement - 24736.docx. |
| 6/29/2023 | 0.7 | DRaft of Motion for Certification - 24639.docx. |
| 6/30/2023 | 0.1 | Review of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 6/30/2023 | 0.1 | email |
| 6/30/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | email |
| 7/3/2023 | 0.1 | Review of Class Notice - 24751.docx. |
| 7/3/2023 | 1.6 | Notice of class action draft |
| 7/5/2023 | 1.2 | Draft Class Notice |
| 7/5/2023 | 0.1 | email |
| 7/6/2023 | 0.1 | E-Mail |
| 7/6/2023 | 0.1 | Notes Added |
| 7/6/2023 | 0.1 | E-Mail / client call |
| 7/6/2023 | 0.1 | Notes Added |
| 7/6/2023 | 1.9 | Draft of Class Notice - 24751.docx. |
| 7/6/2023 | 2.2 | Draft of Motion for Certification - 24639.docx. |
| 7/6/2023 | 0.1 | email |

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| 7/6/2023 | 0.1 | email |
| 7/6/2023 | 0.1 | email |
| 7/6/2023 | 0.1 | email |
| 7/10/2023 | 0.1 | email |
| 7/10/2023 | 0.1 | email |
| 7/10/2023 | 0.1 | email |
| 7/10/2023 | 2.3 | Draft of Brief in Support of Motion for Class Cert - 24789.docx. |
| 7/10/2023 | 0.1 | email |
| 7/10/2023 | 1.5 | Order for Motion for Cert |
| 7/10/2023 | 0.1 | email |
| 7/10/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/11/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.3 | Revise of ASH Cert in Support of Motion for Certification - 24792.docx. |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.6 | Revise of Brief in Support of Motion for Class Cert - 24789.docx. |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.3 | Review of Corr- Decline Ltr - Gen w Deadlines - 18845.docx. - christpher parker |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
| 7/13/2023 | 0.1 | email |
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| 7/14/2023 | 0.1 | email |
| 7/14/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/19/2023 | 0.1 | email |
| 7/20/2023 | 0.5 | Review of Stipulation of Settlement - 24736.docx. |
| 7/20/2023 | 0.3 | Review of Joint Press Release - 24750.docx. |
| 7/20/2023 | 0.1 | E-Mail |
| 7/21/2023 | 0.1 | email |
| 7/21/2023 | 0.1 | email |
| 7/21/2023 | 0.1 | email |
| 7/21/2023 | 0.1 | email |
| 7/21/2023 | 0.1 | Review of fr Yacht Club to client-.docx. |
| 7/21/2023 | 0.1 | email |
| 7/21/2023 | 0.1 | email |
| 7/24/2023 | 0.1 | email |

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| 7/24/2023 | 0.1 | email |
| 7/24/2023 | 0.1 | email |
| 7/24/2023 | 0.1 | E-Mail |
| 7/24/2023 | 0.1 | email |
| 7/24/2023 | 0.1 | email |
| 7/25/2023 | 0.6 | Revise of PFAS GROUP 1 SETTLEMENT BREAKDOWN-57679.xlsx. |
| 7/25/2023 | 0.7 | fee calculations with ahs |
| 7/25/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | E-Mail |
| 7/27/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | email |
| 7/27/2023 | 0.1 | E-Mail |
| 7/27/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.8 | Group 1 release revisions |
| 7/28/2023 | 0.1 | Notes Added |
| 7/28/2023 | 0.1 | E-Mail |
| 7/28/2023 | 0.1 | Notes Added |
| 7/28/2023 | 0.5 | call with defense |
| 7/28/2023 | 0.4 | call with pete jamieson |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/28/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email with counsel |
| 7/31/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email |
| 7/31/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/1/2023 | 0.1 | email |
| 8/2/2023 | 0.1 | email |
| 8/7/2023 | 0.1 | email |
| 8/7/2023 | 0.1 | email |
| 8/7/2023 | 0.1 | email |
| 8/7/2023 | 0.8 | call with alan re np discovery |
| 8/7/2023 | 0.1 | email |

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| 8/7/2023 | 0.1 | email |
| 8/7/2023 | 0.1 | email |
| 8/7/2023 | 0.1 | email |
| 8/8/2023 | 0.1 | email |
| 8/8/2023 | 0.1 | email |
| 8/9/2023 | 0.1 | email |
| 8/9/2023 | 0.1 | E-Mail |
| 8/9/2023 | 0.1 | Notes Added |
| 8/9/2023 | 0.1 | email |
| 8/9/2023 | 0.1 | email |
| 8/9/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/11/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.5 | revise case costs |
| 8/14/2023 | 0.1 | email |
| 8/14/2023 | 0.1 | email |
| 8/15/2023 | 0.1 | email |
| 8/15/2023 | 0.1 | email |
| 8/15/2023 | 0.1 | email |
| 8/15/2023 | 0.1 | email |
| 8/16/2023 | 0.1 | email |
| 8/16/2023 | 0.1 | email |
| 8/16/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/21/2023 | 0.1 | email |
| 8/22/2023 | 0.1 | email |
| 8/22/2023 | 0.1 | email |
| 8/22/2023 | 0.1 | email |
| 8/22/2023 | 0.1 | email |
| 8/24/2023 | 1.4 | zoom with defense counsel |
| 8/24/2023 | 0.1 | email |
| 8/25/2023 | 0.1 | email |
| 8/25/2023 | 0.1 | email |
| 8/25/2023 | 0.1 | email |
| 8/25/2023 | 0.8 | group 3 call with all counsel |
| 8/25/2023 | 0.3 | Notes Added |
| 8/25/2023 | 0.1 | email |

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| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
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| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 0.1 | email |
| 9/19/2023 | 1.8 | defense counsel release meeting |
| 9/20/2023 | 0.1 | email |
| 9/20/2023 | 0.1 | email |
| 9/20/2023 | 0.1 | email |
| 9/20/2023 | 0.1 | email |
| 9/20/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/21/2023 | 0.1 | email |
| 9/22/2023 | 1 | call with dr. laumbach |
| 9/25/2023 | 0.1 | email |
| 9/25/2023 | 0.1 | email |
| 9/25/2023 | 0.1 | email |
| 9/26/2023 | 0.1 | email |
| 10/3/2023 | 0.1 | email |
| 10/3/2023 | 0.1 | email |
| 10/3/2023 | 0.1 | email |
| 10/3/2023 | 0.1 | Review of DRAFT Group 1 Settlement Agreement - plaintiff revisions-59902.docx. |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/5/2023 | 0.1 | email |
| 10/6/2023 | 0.3 | client update email |
| 10/6/2023 | 0.1 | E-Mail |
| 10/6/2023 | 0.4 | email update to clients |
| 10/6/2023 | 0.1 | email |
| 10/6/2023 | 0.1 | email |

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| 10/13/2023 | 0.1 | email |
| 10/13/2023 | 0.1 | Notes Added |
| 10/13/2023 | 0.1 | email |
| 10/13/2023 | 0.1 | email |
| 10/17/2023 | 0.1 | email |
| 10/17/2023 | 0.1 | Notes Added |
| 10/17/2023 | 0.2 | call with defense atty |
| 10/17/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | E-Mail |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 1 | meeting with administrator re group 3 |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/18/2023 | 0.1 | email |
| 10/19/2023 | 2.9 | group 3 review of stip and notice form |
| 10/20/2023 | 0.1 | email |
| 10/20/2023 | 0.1 | email |
| 10/20/2023 | 0.1 | email |
| 10/20/2023 | 0.9 | group 3 stip review |
| 10/23/2023 | 0.1 | email |
| 10/23/2023 | 0.1 | email |
| 10/23/2023 | 0.1 | email |
| 10/23/2023 | 0.1 | email |
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| 10/25/2023 | 0.1 | email |
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| 11/6/2023 | 1 | call with defense counsel re group 3 |
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| 11/7/2023 | 0.9 | revise release |
| 11/7/2023 | 0.3 | call with client - welsey kille |
| 11/7/2023 | 1.2 | review of group 1 release |
| 11/7/2023 | 0.1 | email |
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| 12/27/2023 | 0.6 | review of release |
| 12/27/2023 | 0.1 | email |
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| 12/28/2023 | 0.1 | E-Mail |
| 12/28/2023 | 0.1 | email |
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| 12/28/2023 | 0.1 | Review of Memo for Prelim Approval (Def_edits 12-13)-61970.DOCX. |
| 12/28/2023 | 0.7 | drat review / revise release (Group 1) |
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| 12/28/2023 | 0.1 | email |
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| 6/19/2024 | 0.1 | Review of Follow Up Request for Friendly Hearing - 29097.docx. |
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| 6/19/2024 | 0.1 | email |
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| 6/24/2024 | 1.3 | finalize phillips response |
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| 8/27/2024 | 1 | Motion to Approve Minor's Settlements |
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| 9/4/2024 | 0.1 | E-Mail |
| 9/4/2024 | 1 | Finalize Motion to Approve |
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| 10/14/2024 | 0.7 | call with counsel re upcoming approval hearing for group 3 |
| 10/14/2024 | 0.1 | email |

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| 10/29/2024 | 0.6 | status conference with judge kiel |
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**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

THIS MATTER having been opened to the Court on the Plaintiffs' Motion for Final Approval of Class Action Settlement and Class Counsels' Request for Attorneys' Fees and Reimbursement of Costs (the "Motion"), and the Court having considered the papers and arguments submitted in connection with the Motion, and any objections thereto, and having heard and considered the findings and conclusions of the appointed Guardian Ad Litem at the Friendly Hearing, and having heard any objections and arguments made at the Fairness Hearing, and the parties to this action having consented to the form and entry of this Order, and for good cause shown:

IT IS THEREFORE HEREBY ORDERED AS FOLLOWS:

1. The Motion is granted.

2. Definitions. Unless otherwise provided herein, the Court adopts and incorporates the definitions of all capitalized terms in the Settlement Agreement (as amended) (hereinafter "Settlement Agreement") and those defined terms shall have the same meaning in this Order. The Settlement Agreement was preliminarily approved pursuant to the Court's Order dated February 28, 2024. (D.I. 214). In that Order, the Court also approved the certification of three (3) Classes for settlement purposes only (the "Settlement Classes"); appointed Class Counsel; appointed a Guardian Ad Litem; approved the form, content and manner of issuing notice of the proposed settlement; set a bar date for the exclusions from the Settlement Classes and objections to the proposed Settlement; scheduled a Friendly Hearing; and scheduled a Fairness Hearing.

3. The Court finally certifies the following Settlement Classes pursuant to F.R.C.P. 23(a) and (b) (3) for settlement purposes only:

- **Biomonitoring Class:**
All individuals who resided in National Park, New Jersey for any period of time from January 1, 2019 through February 28, 2024, "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.

The Court finds that the Settlement Classes meet all the applicable requirements of F.R.C.P. 23 for settlement purposes and affirms certification of the Settlement Classes. Specifically, the Court finds and concludes:

- a. Each of the Settlement Classes is so numerous that joinder of all members is impracticable, satisfying the requirements of Rule 23(a)(1);
 - b. There are questions of law or fact common to each of the Settlement Classes, satisfying the requirements of Rule 23(a)(2) and Rule 23(c)(1)(B);
 - c. The claims of Lead Plaintiffs are typical of the claims of each of the Settlement Classes, satisfying the requirements of Rule 23(a)(3);
 - d. Lead Plaintiffs will fairly and adequately protect the interests of the Settlement Classes, and Lead Plaintiffs are represented by counsel who are experienced and competent in the prosecution of complex class action litigation, satisfying the requirements of Rule 23(a)(4); and
 - e. Questions of law or fact common to the members of the Class predominate over questions affecting only individual members, and a class action is superior to other methods available for the fair and efficient adjudication of the controversy, satisfying the requirements of Rule 23(b)(3).
4. The Court finds, upon review of the Settlement Agreement and consideration of the factors enunciated in Girsh v.

Jepson, 521 F.2d 153, 157 (3d Cir. 1975) and In re Prudential Insurance Co. of America Sales Practices Litigation, 148 F.3d 283 (3d Cir. 1998), that the Settlement Agreement and the proposed benefits to the Settlement Classes are fair, reasonable and adequate and in the best interests of the Settlement Class members. Accordingly, the terms of the Settlement Agreement , including all exhibits thereto, are approved in their entirety by the Court and incorporated into this Order as if expressly set forth and shall have the same force and effect of an Order of the Court. The Parties and their counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions.

5. The Court finds that due and adequate notice was provided pursuant to and in full compliance with F.R.C.P. 23 to members of the Settlement Classes, notifying the Settlement Classes of, *inter alia*, the pendency of this Action and the proposed Settlement Agreement. The notice program set forth in the Settlement Agreement and in this Court's Order dated February 28, 2024 (D.I. 214), as well as the supplemental notice provided at the Court's direction to class members who elected to be excluded from the

- proposed settlement pursuant to the Court's Order dated October 30, 2024 (D.I. 247) was the best practicable notice under the circumstances and included individual notice by first class mail to all members of the Settlement Classes who could be identified through reasonable effort, as well as publication in the South Jersey Times for Gloucester County, and a Joint Press Release. In addition, copies of the Notice, Claim Form, and information regarding the settlement was posted on the website dedicated to this Class Settlement.
6. The individuals set forth on Exhibit "A" have filed timely and valid requests for exclusion, and did not file a timely request to opt back into the class when provided with notice of their opportunity to do so, and are hereby excluded from the Settlement Classes.
 7. The Court has considered the objections, if any, to the proposed settlement and finds those objections to be without merit and they are accordingly denied, dismissed and overruled.
 8. The release of Settled Claims and the limitations on future Personal Injury Claims as set forth in the Settlement Agreement are incorporated by reference as if expressed in this Order, and provide, *inter alia*, that for and in consideration of the benefits and mutual

promises contained in the Settlement Agreement, Plaintiffs, individually and on behalf of each and every member of the Settlement Classes, shall be deemed to have fully and expressly waived, released and discharged, in accordance with the Settlement Agreement, Solvay Specialty Polymers USA, LLC, Solvay Solexis, Inc., and Arkema Inc. (collectively, "Defendants") and each of their respective 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 their legal representatives, successors in interest or assigns of Defendants.

9. The terms of the Final Approval Order and the Settlement Agreement are binding on the Plaintiffs and all members of the Settlement Classes, except those class members on Exhibit A, each of whom have timely and validly opted-

out of the Settlement Agreement and did not opt back in. Neither this Final Order nor the Settlement Agreement is an admission or concession by the Defendants of any actual or potential fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or invalidity of any claims in this Action or of any wrongdoing by the Defendants, nor is it a finding that certification of the Classes would be appropriate under Rule 23 had the Parties contested and briefed issues of class certification. Neither this Final Order nor the Settlement Agreement or the fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document shall be used as an admission of any actual or potential fault or omission by any person or be offered or received in evidence as an admission, concession, presumption or inference against any party in any proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement.

10. The Court finds that Plaintiffs Kenneth Severa, Carol Binck, Denise Snyder, Jennifer Stanton, and William Teti adequately have represented and represent the interests of the Class, and the Court hereby confirms their appointment as Class Representatives.

11. The Court hereby finds that Shauna L. Friedman, Esq, Alan H. Sklarsky, Esq., Oliver T. Barry, Esq. and Gerald J. Williams, Esq. have fairly and adequately represented the interests of Plaintiffs and the Class, and further approves Counsels' request for attorney's fees in the total amount of \$243,595, inclusive of reimbursement of costs, which shall be paid as set forth in the Agreement.
12. Lead Plaintiffs are each awarded the sum of \$8,000 to be paid as set forth in the Settlement Agreement.
13. The parties are directed to comply with the terms and provisions of the Settlement Agreement as approved by the Court.
14. This Action, including any and all claims against Defendants, are dismissed on the merits and *with prejudice*.
15. The Court retains jurisdiction over the interpretation, implementation and enforcement of the Settlement Agreement.

BY THE COURT:

Edward S. Kiel, U. S. D. J.

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 | : | |

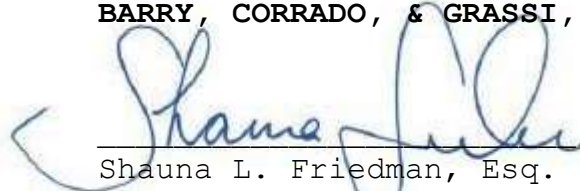
CERTIFICATION OF SERVICE

I, Shauna L. Friedman, Esquire, of full age, hereby certify as follows:

1. I am an attorney with the law firm of Barry, Corrado, & Grassi, P.C.
2. On the 18th day of November, 2024, the within Notice of Motion, memorandum of law, certifications, corresponding exhibits, and proposed order were filed electronically using the PACER filing system.

I further certify that a courtesy copy of same was served electronically upon all counsel of record, and a hard copy was mailed to the Honorable Edward S. Kiel, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101.

BARRY, CORRADO, & GRASSI, PC



Shauna L. Friedman, Esq.
2700 Pacific Avenue
Wildwood, NJ 08260
(P) (609) 729-1333
sfriedman@capelegal.com
Attorney for Plaintiffs

Dated: November 18, 2024