

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**EARL PARRIS, JR., Individually,  
and on Behalf of a Class of Persons  
Similarly Situated,**

**Plaintiff,**

**City of SUMMERVILLE,  
GEORGIA,**

**Intervenor-Plaintiff,**

**v.**

**3M COMPANY, *et al.*,**

**Defendants.**

**Case No.: 4:21-cv-00040-TWT**

**PARTIAL CLASS SETTLEMENT AGREEMENT**

THIS PARTIAL CLASS SETTLEMENT AGREEMENT is entered into as of the 13th of January, 2025, by and among the Defendant Pulcra Chemicals, LLC (“Pulcra”), and Class Representative Earl Parris, Jr., on behalf of himself and the Class Members (as defined below), acting by and through Class Counsel (as defined below). The Named Plaintiff and the Class Members are collectively “Plaintiffs.” This Settlement is partial and does not resolve any of the Plaintiffs’ claims against the Other Defendants in this case (as defined below), or any claims or potential claims that are not expressly resolved by this Settlement Agreement.

## RECITALS

WHEREAS, Plaintiffs have asserted claims against Pulcra in the Action (as defined below) in connection with Pulcra's sales of products containing per-and polyfluoroalkyl substances ("PFAS," as defined below) to Mount Vernon Mills, Inc., in Trion, Georgia;

WHEREAS, Plaintiffs' claims allege in substance that PFAS contained in products sold by Pulcra as well as products sold by certain Other Defendants to Mount Vernon Mills, Inc., have been entrained in wastewater treatment sludge from the Town of Trion's wastewater treatment plant that was applied to farms and have subsequently entered Raccoon Creek and have thereby contaminated the water that the City of Summerville ("Summerville") withdraws from Raccoon Creek, treats with conventional treatment processes, and then provides to the Class Members as potable water;

WHEREAS, Summerville has implemented a temporary treatment process to attempt to remove PFAS, but Class Members allege that the levels of certain PFAS in the finished water are still above the Environmental Protection Agency's Maximum Contaminant Levels for those PFAS, which were finalized on April 10, 2024, and are scheduled to become enforceable for public water utilities in 2029;

WHEREAS, due to ongoing contamination of their water supply with PFAS, the Class Members contend that the installation and use of a permanent granular

activated carbon (“GAC”) treatment system at Summerville’s water treatment plant is necessary to remove or further reduce PFAS concentrations from the water;

WHEREAS, the Class Members contend that the installation of a permanent GAC treatment system will take up to four years;

WHEREAS, the Class Members contend that availability of a temporary water supply is necessary and appropriate to protect the health of Class Members who elect to use such supply and who otherwise would have no choice but to provide their own alternative drinking water supplies if they wish to avoid use of the Summerville supply;

WHEREAS, Pulcra denies and continues to deny any liability or wrongdoing in connection with its sales of products containing PFAS to Mount Vernon Mills, Inc., and specifically denies and disputes the scientific, medical, factual, legal, and other bases asserted in support of the Plaintiffs’ claims;

WHEREAS, the Settling Parties (as defined below) desire to settle the claims in the Action on the terms and conditions stated herein, which the Settling Parties believe are fair, reasonable, adequate and beneficial to and in the best interests of the Class Members;

WHEREAS, the Settling Parties, as well as the City of Summerville, engaged in mediation with an experienced mediator in Birmingham, Alabama, and agreed to resolve Plaintiffs’ claims against Pulcra as described herein;

WHEREAS, Pulcra and the City of Summerville have conditionally agreed to resolve the City of Summerville's claims against Pulcra in the Action contemporaneously with this Agreement, as described in an agreement entered between Pulcra and the City of Summerville and authorized by the Council of the City of Summerville; and

WHEREAS, in consideration of the promises and the mutual covenants hereinafter set forth, the Settling Parties, acting by and through counsel, have entered into this Agreement.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, IT IS HEREBY AGREED by the Settling Parties, subject to Court approval, as follows:

**1. DEFINITIONS:** For purposes of this Agreement, the following terms shall have the meanings set forth below:

**“Action”** means the above-captioned class action lawsuit currently pending in the United States District Court for the Northern District of Georgia.

**“Agreement”** means this Partial Class Settlement Agreement, including all exhibits.

**“Class Benefits”** means the benefits to the Class Members, as described in Paragraph 11, resulting from the entry and effectuation of this Agreement.

**“Class Claims”** means the Released Claims of the Class Representative and

the Class Members.

“**Class Counsel**” means those law firms listed on the signature pages of this Agreement as “Counsel for Plaintiff.”

“**Class Members**” means all individuals who are members of the Settlement Class defined below.

“**Class Notice**” means providing information about this Agreement to the Class Members in accordance with Fed. R. Civ. P. 23(b)(2) and 23(e) and precedent of the United States Court of Appeals for the Eleventh Circuit.

“**Class Representative**” means the Named Plaintiff defined herein.

“**Complaints**” means the Individual and Class Action Complaint (Docket No. 1), the First Amended Individual and Class Action Complaint (Docket No. 73), and the Second Individual and Class Action Complaint (Docket No. 280) in the Action.

“**Court**” means the United States District Court for the Northern District of Georgia, the Honorable Thomas W. Thrash, Jr., Senior United States District Judge, presiding.

“**Fairness Hearing**” means the hearing at which the Court will consider whether to give final approval to this Agreement; approve, modify, or deny a petition for an award of attorneys’ fees and expenses; enter the Final Approval Order; and make such other final rulings as are contemplated by this Agreement.

**“Final Approval Order”** means the Court’s entry of the final order approving this Agreement following the Fairness Hearing.

**“Named Plaintiff”** means Earl Parris, Jr.

**“Other Defendants”** means Defendants remaining in this case, including 3M Company, Daikin America, Inc., E.I. Du Pont De Nemours and Company, Huntsman International, LLC, Mount Vernon Mills, Inc., The Chemours Company, and The Town of Trion, Georgia.

**“Party”** or **“Parties”** means the persons who have entered into this Agreement, namely the Named Plaintiff, Class Members, acting by and through Class Counsel, and Pulcra.

**“Person”** means a natural person or corporation, association, limited liability company, partnership, limited partnership, joint venture, affiliate, or any other type of legal entity and their respective spouses, heirs, predecessors, successors, executors, administrators, representatives or assigns.

**“PFAS”** means per-and polyfluoroalkyl substances, and includes without limitation all substances meeting the definition of PFAS codified at 40 CFR 705.3 as of the date of this Settlement Agreement, further including, without limitation, perfluorooctanoic acid (“PFOA”) and perfluorooctane sulfonate (“PFOS”). For the avoidance of doubt, for purposes of this Agreement, the definition of PFAS is intended to be as broad, expansive, and inclusive as possible and includes without

limitation all PFAS chemical precursors and degradants, as well as all products manufactured with, containing, or having such substances, precursors, or degradants applied or introduced.

**“Preliminary Approval Order”** means the Court’s order preliminarily approving this Agreement under Federal Rule of Civil Procedure 23, where such approval is in substantially the same form as the Proposed Preliminary Approval Order, attached as Exhibit A to this Agreement.

**“Released Claims”** means all claims against Pulcra released in connection with this Agreement as specified in Paragraph 16 and excludes all claims against the Other Defendants.

**“Released Party”** means Pulcra and its current and former directors, officers, shareholders, agents, attorneys, representatives, employees, affiliates, parents, subsidiaries, insurers, and counsel, and its, or their, predecessors, successors or assigns.

**“Settlement”** means the settlement to be consummated under this Agreement pursuant to the Final Approval Order as described herein.

**“Settlement Amount”** shall have the meaning set forth in Paragraph 19 of this Agreement.

**“Settlement Class”** means the class that the Parties are asking the Court to certify for purposes of settlement, as described in Paragraph 3 of this Agreement.

**“Settling Parties”** means the Class Representative, the Class Members, and Pulcra, and all their respective heirs, personal representatives, successors and assigns.

**“Summerville Agreement”** means the settlement consummated in a written agreement executed by Pulcra and the City of Summerville and ratified by the Council for the City of Summerville.

**2. NO ADMISSION OF WRONGDOING OR LIABILITY:**

Nothing in this Agreement, or in any final judgment or order of dismissal entered in the Action pursuant to this Settlement, constitutes an admission or concession of any liability or wrongdoing by the Released Party or admission or concession by the Released Party that there is any validity to any allegation in the Complaints. The Released Party has not admitted or conceded any liability or wrongdoing, acknowledged any validity to the claims or issues in the Action, or acknowledged any weakness in its defenses in the Action. The Released Party denies and continues to deny any liability or wrongdoing alleged in connection with the formulation and sales of products containing PFAS to Mount Vernon Mills, Inc., and specifically denies and disputes the scientific, legal, and other bases alleged to support the Plaintiffs’ Claims. Nothing contained in this Agreement or any related documents filed in connection therewith is intended to be nor shall be interpreted by anyone as in any way suggesting anything to the contrary in this Action or in any



other actions. Neither this Agreement, the Final Approval Order, the fact of Settlement, the settlement negotiations, nor any related documents or facts related to the Settlement or Settlement negotiations, shall be offered or received in evidence against any Party for any purpose in any proceeding other than (i) in such proceedings as may be necessary to consummate or enforce this Agreement, or (ii) in any action against or by Named Plaintiff or Class Members against or by any of the Released Parties in connection with a defense of *res judicata*, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

**3. CLASS DEFINITION:** The Parties have agreed to move the Court to certify the following Settlement Class for purposes of settlement:

Settlement Class – All account holders and all ratepayers of water and/or sewer service with the City of Summerville from January 2020 to the time of approval of this Settlement, including residential, commercial, and industrial ratepayers, and including all adult individuals who reside at a residence that receives water or sewer service from the City of Summerville.

Excluded from the Class are:

- a. Pulcra and any Other Defendants in this Action, including their employees, and any entity in which any of them has a controlling interest;
- b. Any of the legal representatives, heirs, successors, or assigns of Pulcra and the Other Defendants;

c. The Judge to whom this case is assigned and any Member of the Judge's immediate family and any other judicial officer assigned to this case; and

d. Any attorneys who are employees, partners, members or shareholders of Class Counsel.

**4. CLASS REPRESENTATIVE:** The Parties agree that the following individual shall serve as Class Representative of the Settlement Class:

Earl Parris, Jr.

Class Counsel believe that the individual listed above is an adequate Class Representative for purposes of this Settlement and the Settlement Class, and Pulcra agrees not to dispute or challenge such adequacy solely for purposes of this Settlement and Agreement.

**5. SETTLING PARTIES' EFFORTS TO OBTAIN SETTLEMENT APPROVAL ORDER:** Based on an analysis of the facts and the law, and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the Class Claims, Class Counsel and Pulcra conclude that this Agreement provides benefits to the Class Members and is fair, adequate, reasonable, and in the best interest of Class Members. The Settling Parties agree jointly to recommend approval of this Agreement by the Court, and to reasonably support approval of this Settlement as fair, adequate and reasonable. The Settling Parties further agree to undertake all reasonable and proper steps and

efforts to effectuate the terms and purposes of this Agreement, to secure the Court's approval, and to oppose any challenges to the fairness of the Settlement and any appeals from or challenges to the Final Approval Order. Those steps shall include the following:

a. Execution of Agreement. The Parties, through their respective counsel, shall execute this Agreement;

b. Agreement to Participate. The Class Representative shall provide to Pulcra an executed copy of an Agreement to Participate, in the form attached as Exhibit B to this Agreement. Class Counsel shall present the executed copies of the Agreement to Participate to Pulcra within seven (7) days after this Agreement is fully executed; and

c. Preliminary Approval of Settlement and Notice. As soon as reasonably possible upon execution of this Agreement, Class Counsel and counsel for Pulcra shall file a mutually-agreed joint motion with the Court for entry of a Preliminary Approval Order. The joint motion shall seek an order:

(1) Conditionally certifying the Settlement Class under Rule 23(b)(2) of the Federal Rules of Civil Procedure;

(2) Preliminarily approving the terms and conditions of the Settlement embodied in this Agreement subject to the Fairness Hearing and final approval by the Court in the Final Approval Order;

- (3) Finding that the Notice Plan described in Exhibit C and the Class Notice in the form of Exhibit D to this Agreement fairly and adequately: describe the terms and effect of this Agreement and the Settlement; give adequate notice of the time and place of the Fairness Hearing for final approval of the Settlement; describe how Class Members may object to approval of the Settlement; and satisfy the due process requirements of Fed. R. Civ. P. 23(e) and Eleventh Circuit law regarding notice to Class Members of the Settlement; and
- (4) Appointing and designating the law firms listed on the signature pages hereto as “Attorneys for Plaintiffs” as Class Counsel.

d. Providing Class Notice. The Settling Parties agree that, subject to Court approval, Class Counsel shall, at Class Counsel’s expense, provide Class Notice of the proposed Settlement to Class Members as required by Federal Rule of Civil Procedure 23(e) and all applicable due process requirements in accordance with the Notice Plan described in Exhibit C to this Agreement and any additional direction by the Court;

e. Providing Notice Pursuant to CAFA. Pulcra shall provide the notice required by the Class Action Fairness Act, 28 U.S.C. 1715, to the appropriate federal and Georgia state officials within ten (10) days after the Parties file the Joint Preliminary Approval Motion with the Court, and Pulcra agrees to provide copies

to Class Counsel at the same time;

f. Motion for Final Approval of Class Settlement. At least twenty (20) days prior to the Fairness Hearing, Class Counsel and counsel for Pulcra shall file a mutually-agreed joint motion seeking a Final Approval Order that approves the Settlement embodied in this Agreement and that enters a judgment dismissing the Released Claims against Pulcra with prejudice;

g. The Fairness Hearing. On the date and time set by the Court, Class Counsel and counsel for Pulcra shall participate in the hearing at which the Court will determine: whether the proposed Settlement of the Action on the terms and conditions provided in this Agreement (including without limitation the covenants set forth in Paragraph 18) is fair, reasonable and adequate and should be approved by the Court; whether a judgment should be entered herein; whether the payment of the Settlement Amount as provided in this Agreement should be approved; and whether the amount of fees and expenses that Class Counsel request is reasonable and should be approved. Class Counsel and counsel for Pulcra will reasonably cooperate with one another to obtain a Final Approval Order.

h. Rule 54(b) Judgment. In connection with the Court's entry of a Final Approval Order, Plaintiffs and Pulcra shall jointly move the Court to enter judgment on the claims against Pulcra pursuant to Rule 54(b) the Federal Rules of Civil Procedure.

**6. OBJECTION PROCEDURE:** Each Class Member wishing to object to the Settlement shall file with the Court a timely written notice of objection delivered or postmarked by a deadline no less than thirty (30) days after the entry of the Preliminary Approval Order, the exact calendar date to be specified in the Court's Preliminary Approval Order. The objection shall set forth the reasons for the Class Member's objection. The objection must be signed by the Class Member, or the Class Member's duly authorized representative (including attorney), and state (i) the Class Member's name, address, and telephone number (ii) the factual basis for the claim of class membership, (iii) whether the Class Member plans to appear at the Fairness Hearing, (iv) whether the Class Member is a current or former employee, agent, or contractor of Pulcra or the Other Defendants or Class Counsel, and (v) the complete factual basis for the objection, along with whatever legal authority, if any, the objector asserts regarding the objection. The objection shall be filed with Kevin P. Weimer, Clerk of Court, United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building & United States Courthouse, 2211 United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309. Additionally, one copy of the written objection shall be served by first-class mail upon both Class Counsel and Pulcra's Counsel, as follows:

Class counsel:

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

Pulcra's counsel:

Robert D. Mowrey  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street NE, Suite 600  
Atlanta, GA 30309

**7. NO RIGHT TO OPT OUT OF SETTLEMENT:** The Settling Parties acknowledge and agree that, under applicable law, a Rule 23(b)(2) class does not provide Class Members with the right to opt out of a class settlement. Accordingly, no opportunity will be provided to Class Members to opt out of this Settlement if the Settlement is preliminarily approved by the Court, as proposed. The Settling Parties agree that, if the Court decides to approve a Rule 23(b)(2) class with the right to opt out, or approves a Rule 23(b)(3) class, Pulcra will continue to be bound by this Agreement unless the number of opt outs exceeds an agreed-upon maximum number which the Parties agree will be kept confidential. If the number of opt outs exceeds this agreed-upon maximum number, Pulcra will have the right to terminate this Agreement within ten (10) business days after the opt out deadline (the "Opt Out Exceedance Termination"), and upon such termination, will not be bound by this Settlement.

**8. FINAL COURT APPROVAL:** At least twenty (20) days prior to the

Fairness Hearing, the Class Representative, acting by and through Class Counsel, and Pulcra shall jointly move the Court to enter a Final Approval Order with respect to this Settlement, and agree to use their best efforts to obtain such approval under Federal Rule of Civil Procedure 23. The Parties shall file with the Court an agreed proposed Final Approval Order that (i) certifies the Settlement Class; (ii) approves the Settlement and its terms and conditions as fair, adequate, and reasonable under Federal Rule of Civil Procedure 23(e), (iii) dismisses the Released Claims with prejudice, (iv) enjoins all further litigation by the Named Plaintiff and Class Members on the Released Claims, and (v) enters judgment pursuant to Rule 54(b) on Plaintiffs' claims against Pulcra (with continuing jurisdiction to administer the Settlement). If the Court decides to approve a Rule 23(b)(2) class with the right to opt out, or approves a Rule 23(b)(3) class, and if the opt out period extends beyond the date of the issuance of Final Approval Order, such Final Approval Order shall be effective only upon the expiration of the Opt Out Exceedance Termination. If any Person appeals the Court's Final Approval Order, the Parties will use their best efforts to defeat the appeal.

**9. APPEAL OF FINAL APPROVAL ORDER:** The terms of this Agreement are conditioned upon the Court's Final Approval Order being entered, the Opt Out Exceedance Termination, if applicable, expiring without being exercised, and, in the event the Final Approval Order is appealed, the dismissal



of such appeal(s) or the affirmance without modification of the Court's Final Approval Order. In the event of any appeal, all dates in the Agreement triggered after the date of the Final Approval Order, except for the payment of the Settlement Amount into a Qualified Settlement Fund, are stayed for the pendency of the appeal, and the Settling Parties agree that any statute of limitations that might begin to run during any such appeal on any of the Released Claims for the Class Members shall be tolled during the pendency of the appeal.

**10. SETTLEMENT BENEFITS:** Based on an analysis of the facts and the law and taking into account the burden and expense of litigation, as well as the fair, cost-effective, and assured method of resolving the claims of the Class Members, the Settling Parties have concluded that this Agreement: (1) is desirable to resolve in a final and complete manner the Released Claims against Pulcra in this Action; (2) provides substantial and tangible benefits to the Class Members; and (3) is fair, adequate, and reasonable, and they will submit this Agreement for Court approval. The Settling Parties have agreed to this Agreement to provide for the resolution of all disputes between the Class Members and the Released Party arising from the Released Claims and believe that this Agreement provides meaningful Class Benefits to the Class Members.

**11. CLASS BENEFITS PROMISED IN EXCHANGE FOR PARTIAL RELEASE:** In consideration of all the promises and covenants set

forth in this Agreement, and of the release and dismissal of the Released Claims against Pulcra and the Released Party as contemplated in this Agreement, Pulcra shall pay \$1,000,000.00 (One Million Dollars) (the “Settlement Amount”) in accordance with Paragraph 19. The Settlement Amount is to be used as follows, in accordance with the Parties’ Proposed Final Approval Order to be submitted to the Court:

- a. Establishment of a Qualified Settlement Fund for providing temporary drinking water to Class Members; and
- b. Payment of attorney fees and litigation expenses to Class Counsel as approved by the Court.

In addition, Pulcra shall make a representative available to testify about facts known regarding its products sold to Mount Vernon Mills at the trial of this case. Pulcra shall be deemed to have complied with this requirement provided that Pulcra makes a good faith effort for such representative to be reasonably knowledgeable about such facts, including given the passage of time and changes of personnel in the normal course of business.

**12. RESPONSIBILITY OF RELEASED PARTY:** In no event shall the Released Party be obligated to pay anything in excess of the Settlement Amount under this Agreement, including but not limited to any obligation to pay interest. The Released Party shall have no obligation, interest in, or responsibility with

respect to the allocation, administration or distribution of the Settlement Amount. The Parties acknowledge and agree that the Released Party shall have no responsibility for any aspect of any distribution of temporary drinking water to Class Members. Class Counsel and the Released Party disclaim any and all liabilities, warranties, conditions, or representations (express, implied, oral or written), relating to or arising out of the temporary drinking water to be provided, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose.

**13. CLASS MEMBERS' CLAIMS:** Each Class Member shall look solely to the Settlement Amount for settlement and satisfaction of all claims released herein against the Released Party. Except as provided by order of the Court pursuant to this Agreement, no Class Member shall have any interest in the Settlement Amount or any portion thereof.

**14. ATTORNEYS' FEES AND EXPENSES:** The Parties agreed to all substantive terms of this Agreement prior to discussing or reaching any agreement concerning attorneys' fees and expenses. Pursuant to Federal Rule of Civil Procedure 23(h), Class Counsel may apply for a fee based on some portion of the Settlement Amount. The Parties agree that the provision of temporary drinking water will confer substantial benefits to the Settlement Class. Subject to Class Counsel's application for attorneys' fees and expenses, and in accordance with the Final

Approval Order, Class Counsel shall be paid the fixed dollar sum approved by the Court from the Settlement Amount out of which Class Counsel shall distribute attorneys' fees and expenses (including expert witness fees, consultants' fees, litigation expenses, and the cost of providing Notice to the Class). Pulcra agrees not to object to any reasonable fee/expense request filed by Class Counsel up to and including \$250,000.00 (Two Hundred Fifty Thousand Dollars), and not to appeal said amount awarded as fees and expenses by the Court. Any attorneys' fees and expenses paid to Class Counsel from the Settlement Amount shall be paid only to the extent awarded by the Court and only after the Court has entered the Final Approval Order and dismissed the Class Claims with prejudice. If the Court awards less than \$250,000 (Two Hundred Fifty Thousand Dollars) to Class Counsel for attorneys' fees and expenses, the remainder shall be added to the amount to be provided for temporary drinking water in accordance with Paragraph 11 of this Agreement.

**15. EXPENSES OF NOTICE AND ADMINISTRATION:** Subject to final Court approval, all expenses for administering the Class Benefits, including notice to the Class, shall be paid by Plaintiffs' Class Counsel.

**16. PARTIAL RELEASE BY CLASS REPRESENTATIVE AND CLASS MEMBERS:** Class Representative's and Class Members' Released Claims: Subject to the next sentence of this Paragraph, the Class Representative, on

his own behalf, and on behalf of Class Members (to the extent such Class Representative has been designated by the Court to represent those Class Members as to the Class Claims), hereby releases and forever discharges the Released Party from any and all claims, losses, damages, attorneys' fees, costs, and expenses, whether asserted or not, accrued or not, known or unknown, that arise out of or relate in any way to the presence of or exposure to PFAS contained in potable water provided by Summerville or in wastewater treated or discharged by Summerville. This release is not intended to include and specifically excludes the release of any claims, losses, damages, attorneys' fees, costs, or expenses related to (a) personal injuries or illnesses, or (b) property damage arising out of or related to the entry of PFAS onto property through the deposit of PFAS-containing biosolids, the natural flow of Raccoon Creek or any tributary, or any other mechanism or pathway, other than the delivery by Summerville of potable water or the discharge of wastewater by Summerville. The Released Party agrees to waive any defenses based on "claim splitting" or related doctrines that might otherwise apply if any Class Members seek to assert claims excluded from the release by the preceding sentence. This release is not intended to include, and specifically excludes, the release of any claims, losses, damages, attorneys' fees, costs, or expenses against the Other Defendants, and it is acknowledged that the total claims asserted by the Class Representative and Class Members remain unsatisfied by this Settlement.

**17. EXCLUSIVE REMEDY AGAINST RELEASED PARTY:** The provision of the Class Benefits described in Paragraph 11 of this Agreement is the EXCLUSIVE method and remedy of all Class Members for the Released Claims against the Released Party. Accordingly, the Released Party shall not be subject to liability or expense of any kind to the Class Representative or Class Members with respect to any Released Claims, other than as set forth in this Agreement. However, Plaintiffs shall retain their remedies against the Other Defendants, and it is acknowledged that the total claims of Plaintiffs remain unsatisfied by this Settlement.

**18. COVENANT NOT TO SUE OR TO ALLEGE CONCERT OF ACTION:** Neither the Class Representative nor the Class Members shall commence, prosecute, or cause to be commenced or prosecuted against, or with regard to the asserted conduct of, the Released Party any action or other proceedings based upon the Released Claims. The Class Representative and the Class Members consent to this Court's entry of an injunction barring them from commencing or prosecuting any action or other proceedings based upon the Released Claims. In addition, neither the Class Representative nor the Class Members shall allege, assert, offer evidence supporting, or otherwise argue that Pulcra acted in concert with any Other Defendant with respect to the facts and claims alleged in the Complaints in the Action, and to the extent such may be alleged by

any Other Defendant, the Class Representative and Class Members agree to reasonably cooperate with Pulcra to dispute such allegation.

**19. PAYMENT AND DISTRIBUTION OF INDIVIDUAL AND CLASS SETTLEMENT AMOUNT:** Within five (5) business days following Court's entry of the Final Approval Order, Pulcra shall wire transfer the Settlement Amount of \$1,000,000.00 (One Million Dollars) to a Qualified Settlement Fund ("QSF") established by approval of the Court. The funds shall remain unused in the QSF until the time for any appeals of the Court's Final Approval Order has run, or in the case that any appeal is filed, until the appeal is finally dismissed or decided. In the event the Settlement is rendered null and void as described in Paragraph 22, the entire amount, plus interest accrued, shall be refunded to Pulcra.

**20. NON-LIABILITY OF RELEASED PARTY:** In no event shall the Released Party have any liability whatsoever with respect to the Settlement Amount once it is paid to the QSF as specified in Paragraph 19. In no event shall the Released Party be obligated to pay anything in excess of the Settlement Amount under this Agreement.

**21. REPRESENTATIONS AND WARRANTIES:**

a. The Class Representative represents and warrants that as of the date of this Agreement he is currently owner of real property located in, and a residential and commercial ratepayer of water and sewer services provided by, Summerville

and uses water provided by the Summerville water system, and he has no current intention to change that status in the next six months.

b. The Settling Parties represent and warrant they are voluntarily entering into this Agreement as a result of arm's length negotiations among their counsel, that in executing this Agreement, they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently-selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof, and that this Agreement contains the entire agreement among the Settling Parties as to the Released Claims. The Settling Parties acknowledge that they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements or omissions pertaining to any of the foregoing, except as specifically set forth in this Agreement. Each Settling Party assumes the risk of mistakes as to facts or law.

c. The Settling Parties represent and warrant that they have carefully read the contents of this Agreement, and this Agreement is signed freely by each individual executing this Agreement on behalf of the Settling Parties. The Settling Parties further represent and warrant to each other that they have made such investigation of the facts pertaining to the Settlement, this Agreement and all of the matters pertaining thereto, they deem necessary.



d. Each individual executing this Agreement on behalf of any Party does hereby personally represent and warrant to the other Settling Parties that he or she has the authority to execute this Agreement on behalf of, and fully bind, each such Party he or she represents or purports to represent.

**22. TERMINATION OF AGREEMENT:** This Agreement may automatically terminate or be terminated by the Settling Parties, and thereby become null and void, in the following circumstances:

a. If the Court declines to approve the Settlement, then the Settling Parties agree to jointly pursue reconsideration of such decision of the Court. In the event and on the date that an order is entered by the Court declining reconsideration or otherwise affirming the Court's decision to decline approval of the Settlement, this Agreement shall automatically terminate and become null and void.

b. If the Court requires modification or alteration of this Agreement to secure judicial approval, the Settling Parties may agree to modify or alter this Agreement as the Court requires, but, if they cannot agree, the Agreement shall become null and void. Notwithstanding the preceding sentence, the Court's entry of an order awarding Class Counsel attorneys' fees and expenses below Class Counsel's fee and expense request shall not be grounds to void this Agreement. The only remedy in the event of a fee/expense award below

Class Counsel's fee/expense request shall be a separate appeal by Class Counsel of the fee and expenses award provided by the Court.

c. In the event that an appeal challenging the approval of this Settlement results in an order vacating approval of this Agreement after exhaustion of further appeals by the Settling Parties, the Agreement shall become null and void. In the event that an appeal challenging the approval of this Settlement results in an order requiring modification or alteration of this Agreement to secure judicial approval, the Settling Parties may agree to modify or alter this Agreement as the order requires, but, if they cannot agree, the Agreement shall become null and void.

d. In the event that an appeal challenging the Summerville Agreement results in the Summerville Agreement becoming null and void, after exhaustion of further appeals by Pulcra and the City of Summerville, Pulcra shall have the right to terminate this Agreement.

**23. CONSEQUENCES OF TERMINATION OF THE AGREEMENT:** If this Agreement is terminated and rendered null and void for any reason specified in Paragraph 22 above, the following shall occur:

a. The Action shall for all purposes with respect to the Settling Parties revert to its status as of the date this Agreement is fully executed, reserving to the Settling Parties all claims and defenses, and Class Counsel and Counsel for Pulcra

agree to jointly seek postponement of all deadlines then existing for a period sufficient to allow Pulcra to resume its defense and in no event shall such postponement be less than one month from the date of the termination of this Agreement.

b. All releases and dismissals delivered pursuant to the Agreement shall be null and void; none of the terms of this Agreement shall be effective or enforceable; and neither the fact nor the terms of this Agreement shall be offered or received in evidence in the Action or in any other action or proceeding for any purpose.

c. The Settlement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the Settling Parties, and the Settling Parties further agree to jointly move the Court to vacate all Orders issued pursuant to the Settlement.

## **24. MISCELLANEOUS**

a. Entire Agreement. This Agreement constitutes the entire agreement among the Settling Parties, and it supersedes all prior agreements or understandings between them relating to the settlement of the Released Claims in the Action.

b. Construction. The Parties acknowledge that this Agreement was jointly drafted and agree that if any of its terms are ambiguous, then the rule of construction construing the ambiguity against the drafting party shall not be

employed in the interpretation of this Agreement.

c. Governing Law. The Agreement shall be governed by, construed under, and follow the law of the State of Georgia. Jurisdiction and venue for all proceedings in connection with the Agreement, or arising as a result of any matter relating to this Settlement, or addressed in the Agreement, shall be in the United States District Court for the Northern District of Georgia.

d. Reasonable Extensions. The Settling Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Agreement, subject to approval by the Court, if required.

e. Amendment. This Agreement may be amended only by a writing executed by all signatories hereto, provided that after entry of the Preliminary Approval Order, this Agreement may be modified or amended only by written agreement signed on behalf of the Settling Parties and approved by the Court.

f. Jurisdiction. The United States District Court for the Northern District of Georgia shall retain jurisdiction over the Settling Parties to resolve any dispute which may arise regarding this Agreement.

g. Severability. The provisions of this Agreement are not severable.

h. Waiver. The provisions of this Agreement may be waived only by written agreement signed by the waiving party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any

other breach, whether prior to, subsequent to, or contemporaneous with this Agreement.

i. Execution. This Agreement may be executed in counterparts and shall be binding upon each Settling Party and all Settling Parties executing this or any counterpart.

j. Notices. Any notice, demand or other communication under this Agreement (other than Class Notice) shall be in writing and shall be deemed duly given upon receipt if it is addressed to the intended recipient as set forth below and personally delivered, sent by registered or certified mail (postage prepaid), sent by confirmed facsimile, or delivered by reputable express overnight courier:

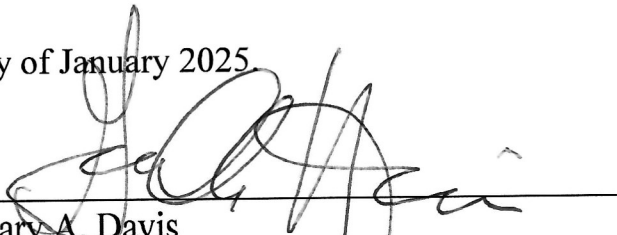
To the Class Members:

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

To Pulcra:

Robert D. Mowrey  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street NE, Suite 600  
Atlanta, GA 30309

Executed and Agreed, this 10<sup>th</sup> day of January 2025



---

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

Thomas Causby  
The Causby Firm  
101 E. Crawford St.  
Dalton, GA 30720

Counsel for Plaintiff Earl Parris, Jr., and the  
Settlement Class

Pulcra Chemicals, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged by:

---

Robert D. Mowrey  
C. Max Zygmunt  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street, NE Suite 600  
Atlanta, Georgia 30309

Counsel for Pulcra Chemicals, LLC

Executed and Agreed, this 13<sup>th</sup> day of January 2025.

---

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

Thomas Causby  
The Causby Firm  
101 E. Crawford St.  
Dalton, GA 30720

Counsel for Plaintiff Earl Parris, Jr., and the  
Settlement Class

Pulcra Chemicals, LLC

Signature: Jeffrey S. Carr

Print Name: JEFFREY S. CARR

Title: MANAGING DIRECTOR

Acknowledged by:

---

Robert D. Mowrey  
C. Max Zygmunt  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street, NE Suite 600  
Atlanta, Georgia 30309

Counsel for Pulcra Chemicals, LLC

Executed and Agreed, this \_\_\_\_ day of January 2025.

---

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

Thomas Causby  
The Causby Firm  
101 E. Crawford St.  
Dalton, GA 30720

Counsel for Plaintiff Earl Parris, Jr., and the  
Settlement Class

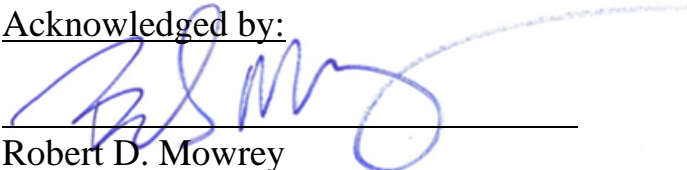
Pulcra Chemicals, LLC

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged by:



---

Robert D. Mowrey  
C. Max Zygmunt  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street, NE Suite 600  
Atlanta, Georgia 30309

Counsel for Pulcra Chemicals, LLC



# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**EARL PARRIS, JR., Individually,  
and on Behalf of a Class of Persons  
Similarly Situated,**

**Plaintiff,**

**City of SUMMERVILLE,  
GEORGIA,**

**Intervenor-Plaintiff,**

**v.**

**3M COMPANY, *et al.*,**

**Defendants.**

**Case No.: 4:21-cv-00040-TWT**

**PRELIMINARY APPROVAL ORDER**

Before the Court is the Joint Motion for Preliminary Approval of Partial Class Action Settlement filed by Plaintiff Earl Parris, Jr., and Defendant Pulcra Chemicals, LLC (“Pulcra”), (collectively “Parties”). The Parties have moved pursuant to Federal Rule of Civil Procedure 23 (“Rule 23”) for an order preliminarily approving the proposed partial settlement of the Class Claims against Pulcra in the above-captioned action in accordance with the Parties’ proposed Partial Class Settlement Agreement dated \_\_\_\_\_, as filed with the Court (“Settlement Agreement”), which sets forth the terms and conditions for the proposed partial settlement of the Class Claims. The Parties also seek conditional certification of the Settlement Class

pursuant to Rule 23(b)(2) and approval of a Notice Plan and Notice consistent with Rule 23 and applicable law to provide notice of the proposed Class Action Settlement to the Class Members.

WHEREAS, the Court has considered the Settlement Agreement and accompanying exhibits and other documents; and

WHEREAS, the Parties have consented to the entry of this Preliminary Approval Order,

IT IS HEREBY ORDERED THAT:

1. Pursuant to Rule 23(b)(2), the Court conditionally certifies a Settlement Class defined as follows:

All account holders and all ratepayers of water and/or sewer service with the City of Summerville from January 2020 to the time of approval of this Settlement, including but not limited to residential, commercial, and industrial ratepayers, and including all adult individuals who reside at a residence that receives water or sewer service from the City of Summerville.

2. Plaintiff Earl Parris, Jr., is designated as Class Representative for purposes of this Settlement.

3. The Court designates Gary A. Davis, of Davis, Johnston, & Ringger, PC and Thomas Causby of the Causby Firm as Class Counsel for purposes of this Settlement.

4. The Court confirms the authority of Class Counsel to execute the Settlement Agreement on behalf of the Class Members.

5. The Court has reviewed the Settlement Agreement and preliminarily approves its terms, subject to further consideration at a Fairness Hearing.

(a) The Court preliminarily finds that the Settlement Agreement is the product of informed, arm's-length negotiation by counsel and is presumptively fair, reasonable, and adequate, pursuant to Rule 23(e)(2), and treats class members equitably relative to each other, subject to any objections that may be raised at the Fairness Hearing.

(b) The Court preliminarily finds that the Settlement Amount of \$1,000,000.00 (one million dollars) will be used to fund Class Benefits that will directly benefit the Class Members. Based on the Court's preliminary analysis, the Class Benefits represent a reasonable compromise of the relief sought by the Class Members through the Rule 23(b)(2) Class Claims against Pulcra. The Court further preliminarily finds that the creation of a Temporary Drinking Water Fund to make temporary drinking water available for the whole Class provides significant benefits.

(c) The Court preliminarily finds the Class Settlement is fair, adequate and reasonable, based upon the Court's consideration of the six *Bennett* factors: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which

the settlement was achieved. *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984).

(d) The Fairness Hearing shall be held before the Court on \_\_\_\_\_, at the United States District Court for the Northern District of Georgia, \_\_\_\_\_. The Fairness Hearing will enable the Court to: (i) determine whether the proposed Settlement is fair, reasonable and adequate and should be approved by the Court under Rule 23(e), and whether a Final Approval Order should be entered; and (ii) consider such other matters as may properly come before the Court in connection with the approval of the proposed Class Settlement Agreement, such as approval of Class Counsel's attorneys' fees and expenses, and other matters related to approval and implementation of the Class Settlement Agreement.

6. The Court finds that the Class Notice attached hereto is appropriate under the circumstances and is reasonably calculated to inform Class Members of the proposed Settlement (as defined in the Settlement Agreement), affords Class Members an opportunity to present their objections to the Settlement, and complies in all respects with the requirements of Rule 23 and applicable due process requirements.

7. Class Counsel shall provide notice of the proposed Settlement Agreement to Class Members as required by Rule 23 of the Federal Rules of Civil Procedure and applicable law as set forth in the Notice Plan by causing a copy of the

Class Notice to be mailed to Class Members beginning at most seven (7) days after the entry of this Order and being completed no later than fourteen (14) days after the entry of this Order.

8. Class Members may file objections to the Settlement Agreement to show cause, if any, why the Court should not (a) approve the Settlement Agreement as fair, reasonable, and adequate; (b) enter an order dismissing with prejudice and releasing the Released Claims against the Released Parties (as defined in the Settlement Agreement); or (c) allow Class Counsel to recover reasonable fees, costs and expenses (payable from the Settlement Amount) for their services. Unless the Court directs otherwise, procedures for lodging objections shall include the following:

(a) Each Class Member wishing to object to the Settlement Agreement shall submit a written notice of their objections in accordance with the directions in Paragraph 11 of the Class Notice, postmarked no later than \_\_\_\_\_.

(b) Each Class Member seeking permission to appear and speak at the Fairness Hearing shall submit a Notice of Intention to Appear in accordance with the directions in Paragraph 14 of the Class Notice, postmarked no later than \_\_\_\_\_.

9. Class Members who object in the manner provided herein remain Class Members and will be bound by the Settlement Agreement and Final Approval Order if the Settlement Agreement is finally approved following the Fairness Hearing. Any

person who fails to object in the manner provided herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this Action and any appeal or other action or proceeding.

10. Class Counsel shall file their motion for final approval of the Settlement and their motion for Attorneys' Fees, Costs and Expenses no later than twenty (20) days prior to the Fairness Hearing Date specified in Paragraph 5.d. of this Preliminary Approval Order. Any Class Member who wishes to file an objection to the Class Counsels' fee motion shall file such objection in writing no later than ten (10) days prior to the Fairness Hearing. Any such objection must be filed with the Clerk of the Court at the address as set out in Paragraph 11 of the Class Notice and shall set forth the same information as required in Paragraph 11 of the Class Notice. Additionally, one copy of said written objection must be served upon each of the attorneys as set out in Paragraph 11 of the Class Notice.

11. The Court has considered the due process rights of absent Class Members and finds that such rights are adequately protected.

12. If it has not already done so, Pulcra shall provide notice of this proposed Class Action Settlement to the appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act, providing a copy of each such notice to Class Counsel when such notice is sent and filing with the Court a notice of the latest date any such notice was served on the appropriate federal and state officials

for purposes of ensuring that any final approval of the Settlement occurs no earlier than ninety (90) days after such notice, in accordance with 28 U.S.C. § 1715(d).

13. The proceedings in this case as to Pulcra are hereby stayed, pending the final determination of whether the Settlement Agreement should be approved, except for those proceedings necessary to carry out or enforce the terms of the Class Settlement Agreement.

DONE the \_\_\_ day of \_\_\_\_\_.

---

THOMAS W. THRASH, JR.  
UNITED STATES DISTRICT JUDGE



# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

EARL PARRIS, JR., Individually, and  
on Behalf of a Class of Persons  
Similarly Situated,

*Plaintiff,*

City of SUMMERVILLE, GEORGIA,

*Intervenor-Plaintiff,*

v.

3M COMPANY, *et al.*,

*Defendants.*

Case No.: 4:21-cv-00040-TWT

**AGREEMENT TO PARTICIPATE IN PROPOSED CLASS ACTION  
SETTLEMENT**

I, Earl Parris, Jr., hereby declare the following:

1. I am the proposed Class Representative in the class action lawsuit listed above and have been an active participant in this litigation on behalf of the Class Members.

2. I am aware that my lawyers and counsel for Pulcra Chemicals, LLC, have agreed upon a proposed Class Settlement that would settle the Class Claims against Pulcra with the claims against the other Defendants remaining.

3. I understand that my lawyers and counsel for Pulcra have agreed upon terms of this Class Settlement after arm's-length negotiations.

4. In my capacity as Class Representative, I have discussed the terms of the proposed Class Settlement with my lawyers. Based upon my own judgment, belief and knowledge, and taking into account the advice and recommendations of my lawyers, I believe that the terms of the proposed class settlement are fair, adequate, and reasonable and provide substantial benefits to the Class Members.

5. In my capacity as Class Representative, I approve the terms of the proposed Class Settlement and agree to participate in the Partial Class Settlement Agreement with Pulcra, if approved by the Court.

This \_\_\_ day of January, 2025.

---

Earl Parris, Jr.

# **EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**EARL PARRIS, JR., Individually,  
and on Behalf of a Class of Persons  
Similarly Situated,**

**Plaintiff,**

**City of SUMMERVILLE,  
GEORGIA,**

**Intervenor-Plaintiff,**

**v.**

**3M COMPANY, *et al.*,**

**Defendants.**

**Case No.: 4:21-cv-00040-TWT**

**PROPOSED NOTICE PLAN FOR PARTIAL CLASS SETTLEMENT**

The Plaintiff Class Representative, through Class Counsel, hereby request that the Court approve the mailing of individual notices to Class Members as further explained below:

1. Pursuant to Fed. R. Civ. P 23(e), Class Members must be notified of a proposed class settlement. With respect to settlement of a Rule 23(b)(2) class action, the Court has discretion as to the type of notice to be issued.

2. The names and mailing addresses of City of Summerville, Georgia, account holders and ratepayers of water and/or sewer service from January 2020 to the present are available from the City, and such addresses are associated with the

location of Class Members as defined in Paragraph 3 of the Partial Class Settlement Agreement.

3. Accordingly, individual notice as outlined in this Notice Plan provides the best notice practicable under the circumstances and is reasonably calculated to communicate actual notice of the proposed settlement to Class Members.

4. Class Notice, as proposed herein, means mailing by First Class U.S. Mail of the Class Notice in the form contained in Exhibit A, attached to this Proposed Notice Plan.

5. The mail-out date for Class Notice will be the date provided for in the Court's Preliminary Approval Order. Plaintiffs have proposed that the mail-out should commence within 7 days after the entry of the Preliminary Approval Order and be completed within 14 days of the Preliminary Approval Order.

6. The preparation and mailing of Class Notice is to be administered by Class Counsel.

7. To the extent that Class Notices are returned as undeliverable, Class Counsel will immediately obtain, to the extent possible, forwarding and/or alternative addresses from the U.S. Postal Service in order to resend those notices returned as undeliverable.

8. Class Counsel will also establish a website for further information about the proposed Settlement, including the full Settlement Agreement and relevant pleadings.

9. Class Counsel will provide a report to be attached as an exhibit to the Motion for Final Approval that summarizes their efforts providing Class Notice. Should the Court find that Class Counsel's efforts do not satisfy due process or that the notice procedure that Class Counsel followed is otherwise deficient, Class Counsel assume the obligation for any necessary follow-up that the Court directs.

Respectfully submitted.

/s/Gary A. Davis

Gary A. Davis (phv)  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801  
Telephone: (828) 622-0044  
gadavis@enviroattorney.com

Thomas Causby  
Ga. Bar # 968006  
101 E. Crawford St.  
Dalton, GA 30720  
Telephone: 706-226-0300  
tom@causbyfirm.com

Attorneys for Plaintiff Earl Parris, Jr., and  
the Settlement Class

# **EXHIBIT D**



**CLASS ACTION NOTICE**

**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF GEORGIA  
ROME DIVISION**

**If you have used and paid for water provided by the City of Summerville, Georgia, during the period January 2020, to [preliminary Settlement approval date], your rights may be affected by a proposed partial class action settlement.**

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

The proposed Partial Class Action Settlement (“Settlement”) provides for the establishment of a Temporary Drinking Water Fund which will be used to provide temporary drinking water for members of the Class of Summerville water users who elect to receive it. You will have a choice of either delivery of bottled water or installation of a point-of-use filter in your home or business. You will not receive any direct payment as part of this Partial Settlement.

The Court in charge of this case must conduct a hearing to decide whether to approve the proposed Settlement. The Temporary Drinking Water Fund will not be established until the Court approves the Settlement and it becomes fully effective by its terms, and the time for all appeals has expired.

Your legal rights and options – and the deadlines to exercise them – are explained in this notice. Your rights are affected whether you act or don’t act. Please read this notice carefully.

**CLASS ACTION NOTICE**

**WHAT THIS NOTICE CONTAINS**

BASIC INFORMATION.....PAGE 3

1. Why did I get this notice package?
2. What is this lawsuit about?
3. Why is this case a class action?
4. Why is there a Partial Settlement?

WHO IS IN THE CLASS SETTLEMENT.....PAGE 4

5. How do I know if I am a part of the Partial Settlement?
6. Which companies are included?

THE SETTLEMENT BENEFITS.....PAGE 5

7. What does the Partial Settlement provide?
8. What do I have to do to receive class benefits?

THE LAWYERS REPRESENTING YOU.....PAGE 6

9. Do I have a lawyer in this case?
10. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT.....PAGE 7

11. How do I tell the Court if I don't like the Partial Settlement?

THE COURT'S FAIRNESS HEARING.....PAGE 7

12. When and where will the Court decide whether to approve the Partial Settlement?
13. Do I have to come to the hearing?
14. May I speak at the hearing?

IF YOU DO NOTHING.....PAGE 8

15. What happens if I do nothing at all?

GETTING MORE INFORMATION.....PAGE 8

16. How do I get more information?

## CLASS ACTION NOTICE

### BASIC INFORMATION

1. Why did I get this notice package?

You have received this Notice of Partial Class Action Settlement (“Partial Settlement”) because you have been identified as a potential member of the class on whose behalf claims will be settled, if the Court approves the proposed Settlement. The case involved in this proposed Partial Settlement is *Parris v. 3M Company*, No. 4:21-CV-00040-TWT. The Court in charge of this case is the United States District Court for the Northern District of Georgia, Rome Division, the Honorable Thomas W. Thrash, Jr., presiding. The person who sued is called the Plaintiff, and the companies and government entities sued are called the Defendants.

The claims in the case are described in greater detail in Paragraph 2, below. The people who are eligible to obtain temporary drinking water under the proposed Partial Settlement (“the Class Members”) are all account holders and all ratepayers of water and/or sewer service with the City of Summerville, Georgia, during the period January 2020 to [preliminary Settlement approval date].

The Court approved this notice being sent to you because you have a right to know about the proposed Partial Settlement of this class action lawsuit, and about your opportunity to object, before the Court decides whether to approve the Partial Settlement. If the Court approves the proposed Partial Settlement, and after any objections and appeals are resolved, the parties will proceed to fulfill their obligations in accordance with the terms of the Partial Settlement Agreement.

2. What is this lawsuit about?

The City of Summerville, Georgia, draws water for drinking water from Raccoon Creek and, after treatment, provides it to water users (Class Members) inside and outside the City who pay a monthly water bill. This case arises from the release of per-and polyfluoroalkyl substances (“PFAS”), including perfluorooctanoic acid (“PFOA”) and perfluorooctane sulfonate (“PFOS”), into Raccoon Creek from farm fields upstream of Summerville where sewage sludge from the Town of Trion, Georgia, wastewater treatment plant was applied to the land as fertilizer. As alleged in the lawsuit, that sludge contained PFAS from the use of PFAS-containing products sold by some of the Defendants to a textile mill in Trion to make fabric release stains more easily. PFOA and PFOS are considered potentially harmful to human health at very low concentrations, and, as a result, in 2024 the United States Environmental Protection Agency (“EPA”) set a Maximum Contaminant Limit (“MCL”) of 4 parts per trillion in drinking water, which water providers, like Summerville, will be required to meet by 2029.

The City of Summerville installed a temporary treatment system at its drinking water treatment plant to address PFAS, but this system is not capable of consistently removing PFOA and PFOS below the MCL. In 2021 Class Counsel filed an individual and class action lawsuit on behalf of Plaintiff Earl Parris, Jr., against Defendants 3M Company, Daikin America, Inc., E.I. Du Pont De Nemours and Company, Huntsman International, LLC, Mount Vernon Mills, Inc., The Chemours Company, Pulcra Chemicals, LLC, and The Town of Trion, Georgia, alleging that their actions

## CLASS ACTION NOTICE

have impacted and continue to impact Raccoon Creek and the Summerville drinking water. The City of Summerville has joined this lawsuit which ultimately seeks a new permanent water treatment system to remove PFAS and also seeks to force the Defendants to pay Class Members for the extra water fees they paid for the temporary PFAS removal system and other expenses incurred by Summerville and paid by the water rate payers (Class Members) due to the PFAS contamination. The Court filings setting forth the Plaintiffs' claims against the Defendants may be viewed at [[www.summervilleclasssettlement.com](http://www.summervilleclasssettlement.com)]. That website also contains other relevant filings in this case.

The Class Representative and Pulcra Chemicals, LLC ("Pulcra") have reached an agreement to resolve this matter as to Pulcra, resulting in the proposed Partial Class Action Settlement. Pulcra has also entered a conditional settlement with the City of Summerville under which it will contribute an agreed-upon sum for the City to use in improvements to its water systems' capability to address PFAS. The settlement with Summerville will go forward if the Court approves this Partial Settlement and it becomes final and effective. Pulcra denies the allegations in this lawsuit and specifically denies and disputes the factual, scientific, medical, or other bases asserted in support of Plaintiff's and Summerville's claims, including the demand for a temporary drinking water supply.

The case and all pending claims will proceed against all Defendants other than the Defendant that has agreed in settlement to fund the Temporary Drinking Water Fund.

### 3. Why is this case a class action?

In a class action, Mr. Parris, called a Class Representative, has sued on behalf of people who have similar claims. All the people represented by the Class Representative are a "Class" or "Class Members." One Court presides over the class-wide claims the Court determines should be addressed in one proceeding for all Class Members.

On \_\_\_\_\_ U.S. District Judge Thomas W. Thrash, Jr., conditionally certified the Settlement Class for purposes of a Class Settlement.

### 4. Why is there a Partial Settlement?

The Court did not decide in favor of the Class Representative or Pulcra in this case. The Class Representative, with the advice of Class Counsel, and Pulcra have agreed to the terms of this Partial Settlement to avoid the cost, delay and uncertainty that would come with additional litigation and trial. After considering, the Class Representative and Class Counsel think the Partial Settlement with Pulcra is best for Class Members because it provides certain relief now in the form of temporary drinking water. The agreement to settle is not an admission of fault by Pulcra. Pulcra specifically disputes the claims asserted in this case.

## WHO IS IN THE PARTIAL CLASS SETTLEMENT

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

## CLASS ACTION NOTICE

5. How do I know if I am part of the Partial Settlement?

Judge Thrash has conditionally certified a class which includes everyone who fits the following description:

All account holders and all ratepayers of water and/or sewer service with the City of Summerville, Georgia from January 2020 to the time of approval of this Settlement, including but not limited to residential, commercial, and industrial ratepayers, and including all adult individuals who reside at a residence that receives water or sewer service from the City of Summerville.

Because you have received this Notice of Class Action Settlement, you may be a member of the class described above.

6. Which Defendants are included?

Pulcra is the only Defendant included in this proposed Partial Settlement. The class action lawsuit will continue against Defendants 3M Company, Daikin America, Inc., E.I. Du Pont De Nemours and Company, The Chemours Company, Huntsman International, LLC, Mount Vernon Mills, Inc., and The Town of Trion, Georgia. The City of Summerville and the Class Representative are seeking additional relief against these Defendants which, if granted, would benefit Class Members. Compared to many of the remaining Defendants, Pulcra is a small company with limited financial resources.

## THE SETTLEMENT BENEFITS

7. What does the Partial Settlement provide?

The Partial Settlement provides for benefits to the Class Members to resolve the Class Claims against Pulcra. Specifically, the Partial Settlement provides for the establishment of a Temporary Drinking Water Fund to pay for either the delivery of bottled water or the installation of a point-of-use filter for every Class Member who requests this benefit. The purpose of the Fund is to provide temporary drinking water to Class Members until the City of Summerville has funded, designed, and constructed a new permanent drinking water treatment system based on Granular Activated Carbon System to treat the water supply to PFAS levels well below the EPA Drinking Water Health MCLs. Depending on the participation of Class Members, the Fund may be exhausted before the new treatment system is operating. If the Class settles with any additional Defendants for temporary drinking water before trial, the intent is to replenish the Fund.

Pulcra will fund the Temporary Drinking Water Fund with a payment of One Million Dollars (\$1,000,000). From this payment, Class Counsel can request up to Two Hundred Fifty Thousand Dollars (\$250,000) in attorney fees and litigation and administrative expenses, subject to approval by the Court. At least \$750,000 would be used for providing temporary drinking water to Class Members.

## CLASS ACTION NOTICE

After several years of extensive litigation, Mr. Parris and Class Counsel have had the opportunity to thoroughly evaluate the likelihood of the claims against Pulcra succeeding on the merits if there is not a settlement and the risks of continuing with the litigation against Pulcra. Pulcra has raised substantial defenses concerning the merits of the claims. Without a settlement, Pulcra would continue to press those defenses, leading to costs, risks of delay, and a risk of losing either in the trial court or on appeal. Further, even if the case were to ultimately succeed against Pulcra, the proportion of any award that Pulcra might be responsible for, compared to the other remaining Defendants, is uncertain. Finally, Pulcra's comparatively limited financial resources could pose risks as to its ability to pay a final judgment even if one were obtained. With the settlement, Class Members avoid these risks and can receive meaningful benefits without delay while the case proceeds against the other Defendants. In light of these factors, Mr. Parris and Class Counsel have concluded the Partial Settlement is fair, adequate, and reasonable.

Pulcra has also entered a conditional settlement with the City of Summerville under which it will contribute an agreed-upon sum for the City to use in improvements to its water systems' capability to address PFAS. The settlement with Summerville will go forward if the Court approves this Settlement and it becomes final and effective.

Once the Court enters final approval, this Partial Settlement provides that Class Members, in exchange for these class benefits, will release and agree not to sue Pulcra for any of the claims in the Second Amended Class Complaint. The Class Complaint does not claim damages for any manifest personal injury, and the release and agreement not to sue will not cover alleged personal injuries and illnesses, if any. The release and agreement also will not cover any claims, if any, for property damage arising from the entry of PFOA or PFOS onto Class Members' property by means other than the delivery by Summerville of potable water or the discharge of wastewater by Summerville, such as direct deposit of PFAS contaminated sludge on the property.

Pulcra will not participate in the administration of the Temporary Drinking Water Fund or the distribution of the drinking water. If you have questions about the Fund, please do not contact Pulcra.

8. What do I have to do to receive class benefits?

Once the Court approves the Partial Settlement and it becomes effective by its terms, and the time for appeals expires or all appeals are resolved, the payment will be made by Pulcra to the Temporary Drinking Water Fund. At that time, you may request to participate in the Settlement by contacting the Settlement Administrator and showing proof that you are an eligible Class Member and by selecting the method by which you want to receive temporary drinking water.

### THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

The Court approved the law firms of Davis, Johnston, & Ringger, PC, and the Causby Firm, LLC, to represent you and other Class Members. 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.

**CLASS ACTION NOTICE**

10. How will the lawyers be paid?

As part of the final approval of this Partial Settlement, Class Counsel will ask the Court to approve payment of their reasonable attorneys' fees and expenses related to their work in this case for achieving this Partial Settlement. Class Counsel will make their request for Attorneys' Fees and Expenses through a motion that will be filed with the Court prior to date of the Fairness Hearing and prior to the deadline for Class Members to file their Objections. That motion will be made available at [www.summervilleclasssettlement.com].

The Court will determine whether the payments and the specific amounts requested at that time are appropriate. These amounts will come out of the Settlement Amount. Pulcra does not oppose this request for fees and expenses.

**OBJECTING TO THE PARTIAL SETTLEMENT**

11. How do I tell the Court if I don't like the Partial Settlement?

If you are a Class Member, you can object to the Partial Settlement if you don't like any part of it. The Court will consider your views. To object, you must send a letter saying that you object to the *Parris v. Pulcra Chemicals, LLC*, Partial Settlement, and you must specifically state your objections, including whatever legal authority, if any, you are relying on regarding the objections. You must include your name, address, telephone number, and your signature; indicate whether you are a current or former employee, agent, or contractor of Pulcra or Class Counsel; and provide a detailed statement of the reasons (legal and factual) why you object to the Partial Settlement. Mail the objection to the three places listed below, postmarked no later than \_\_\_\_\_, 2025:

Clerk of Court:

Kevin P. Weimer, Clerk of Court  
Re: Parris v. 3M Company, et al., No. 4:21-cv-00040-TWT  
United States District Court for the Northern District of Georgia  
Richard B. Russell Federal Building & United States Courthouse  
2211 United States Courthouse  
75 Ted Turner Drive, SW  
Atlanta, GA 30303-3309

Class counsel:

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801

Pulcra's counsel:

## CLASS ACTION NOTICE

Robert D. Mowrey  
Kazmarek Mowrey Cloud Laseter LLP  
1200 Peachtree Street NE, Suite 600  
Atlanta, GA 30309

### THE COURT'S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at \_\_\_\_\_ on \_\_\_\_\_, at the United States District Court for the Northern District of Georgia, \_\_\_\_\_. At this hearing, the Court will consider whether the Partial Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also address Class Counsels' Motion for Attorney Fees and Expenses. After the hearing, the Court will decide whether to approve the Partial Settlement. We do not know how long these decisions will take.

13. Do I have to come to the hearing?

You do not have to come to the Fairness Hearing. Class Counsel will answer questions Judge Thrash 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 also pay your own lawyer to attend, but it is not necessary.

14. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in the Fairness Hearing for the *Parris v. Pulcra Chemicals, LLC*, Partial Settlement." Be sure to include your name, address, telephone number, and your signature. Your "Notice of Intention to Appear" must be postmarked no later than \_\_\_\_\_ and must be sent to the three addresses listed in the "Objecting to the Partial Settlement" section of this Notice.

### IF YOU DO NOTHING

15. What happens if I do nothing at all?

If you do nothing at all, if the Partial Settlement is approved, becomes effective, and is not successfully appealed, you will be eligible to receive the temporary drinking water for free for as long as the Temporary Drinking Water Fund lasts, and you will be bound by the release of Pulcra as a Defendant in the lawsuit. The other Defendants will remain in the lawsuit, and you may receive additional relief from them in the future. Under the proposed Partial Settlement, you will not have the right to request exclusion from the class action.

### GETTING MORE INFORMATION

16. How do I get more information?



**CLASS ACTION NOTICE**

DO NOT CALL the Court or Pulcra with questions about this Partial Settlement. If you have questions about this Partial Settlement, you should contact Class Counsel or the Settlement Administrator at:

Class Counsel:  
Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801  
(828) 622-0044

Settlement Administrator:  
Edgar C. Gentle, III  
Gentle, Turner, and Benson, LLC  
501 Riverchase Parkway East  
Suite 100  
Hoover, Alabama 35244  
(205) 716-3000

Additional information and documents pertaining to the Partial Settlement can be found by visiting the website [[www.summervilleclasssettlement.com](http://www.summervilleclasssettlement.com)].