

**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 18<sup>th</sup> of February, 2025, by and among the Defendants Mount Vernon Mills, Inc., and the Town of Trion, Georgia (“MVM and Trion”), 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 in the Action (as defined below) against MVM for discharging per-and polyfluoroalkyl substances (“PFAS,” as defined below) to the Trion wastewater treatment plant and Trion in connection with the spreading of wastewater treatment sludge containing per-and PFAS on farm fields in the Raccoon Creek watershed upstream of the City of Summerville, Georgia’s drinking water intake;

WHEREAS, Plaintiffs’ claims allege in substance that PFAS contained in products sold by the Other Defendants (as defined below) to MVM 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, subject to court challenges;

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 water supply;

WHEREAS, MVM and Trion specifically deny and dispute the scientific, medical, factual, legal, and other bases asserted in support of the Plaintiffs’ claims, including but not limited to the risk of any harm to Summerville residents from the existing water supply, and further deny and continue to deny any liability or wrongdoing in connection with the MVM wastewater discharges, or the Trion wastewater discharges and sludge disposal, as well as the methods by which any alternative supply of potable water may be supplied to Summerville;

WHEREAS, the Settling Parties (as defined below) desire to partially 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, after nearly four years of litigation, the Settling Parties have engaged in arm's length negotiations to resolve the Released Claims against MVM and Trion as described herein; 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 in Paragraph 3 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, and The Chemours Company.

**“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 MVM and Trion.

**“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”** for purposes of this settlement 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 Settlement, 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 which have been or could be asserted against MVM and Trion under state law as specified in Paragraph 16 but excludes personal injury claims and the claims under the federal Clean Water Act or the Resource Conservation and Recovery Act, as contained in Counts 1-4 of the Second Amended Complaint, subject to any defenses of MVM and Trion, including those reserved in Paragraph 16, and excludes all claims against the Other Defendants.

**“Released Parties”** mean MVM and Trion. In the case of MVM “Released Party” includes 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. In the case of Trion “Released Party” includes the Town and its Mayor and members of its Town Council and the Town’s employees, 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 Named Plaintiff, Class Representative, the Class Members, and MVM and Trion, and all their respective heirs, personal representatives, successors and assigns.

## **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 Parties or admission or concession by the Released Parties that there is any validity to any allegation in the Complaints. The Released Parties have not admitted or conceded any liability or wrongdoing, acknowledged any validity to the claims or issues in the Action, or acknowledged any weakness in their defenses in the Action. The Released Parties specifically deny and dispute the scientific, medical, factual, legal, and other bases asserted in support of the Plaintiffs’ claims, including but not limited to the risk of any harm to Summerville residents from the existing water supply, and further deny and continue



to deny any liability or wrongdoing in connection with the MVM wastewater discharges, or the Trion wastewater discharges and sludge disposal, and specifically deny and dispute the scientific, medical, factual, legal, and other bases asserted in support of the Plaintiffs' claims as well as the methods by which any alternative supply of potable water may be supplied to Summerville. 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 in such proceedings as may be necessary to consummate or enforce this Agreement. The injunctive relief provided by this Agreement in no way reflects an agreement by the Released Parties that any injunctive relief is necessary or appropriate based on the remaining federal claims that are reserved in Paragraph 16.

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

Settlement Class – All account holders and all ratepayers of water and/or sewer service with the City of Summerville from January 1, 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. MVM and Trion 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 MVM and Trion 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 MVM and Trion agree not to dispute or challenge such adequacy solely for purposes of this Settlement and Agreement, but reserve all rights relative to representative status should the Court not approve the settlement and as to any claims omitted from this Settlement. Class Counsel agree to extend any deadlines applicable to MVM and Trion regarding challenge to class certification or class representative status pending

the Court's resolution of the Settlement approval process.

**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, MVM and Trion 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 MVM and Trion 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 MVM and Trion 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 shall submit a motion to the Court for preliminary approval of this Class Settlement Agreement and to direct notice to the Settlement Class (the “Preliminary Approval Motion”), seeking entry of the Preliminary Approval Order. Class Counsel will provide a draft of the Preliminary Approval Motion to MVM’s and Trion’s counsel before filing of the motion. MVM’s and Trion’s counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with MVM’s and Trion’s counsel in good faith regarding their feedback. For purposes of settlement only, MVM and Trion will not oppose this motion. 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. MVM and Trion 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 MVM and Trion agree to provide copies to Class Counsel at the same time;

f. Motion for Final Approval of Class Settlement. In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion requesting final approval of this Class Settlement Agreement and entry of

the Final Approval Order and Judgment and will provide those drafts to MVM's and Trion's counsel before filing of the motion. MVM's and Trion's counsel may provide feedback concerning the motion, and Class Counsel will meet and confer with MVM's and Trion's counsel in good faith regarding their feedback.;

g. The Fairness Hearing. On the date and time set by the Court, Class Counsel and counsel for MVM and Trion 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 MVM and Trion 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 MVM and Trion shall jointly move the Court to enter judgment on the Released Claims against MVM and Trion 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 MVM, Trion 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 electronic and first-class mail upon both Class Counsel and Counsel for MVM and Trion, as follows:

Class counsel:

Gary A. Davis  
Davis, Johnston, & Ringger, PC  
21 Battery Park Avenue, Suite 206  
Asheville, NC 28801  
[gadavis@enviroattorney.com](mailto:gadavis@enviroattorney.com)

Mount Vernon Mills, Inc.

William M. Droze  
T. Matthew Bailey  
Kadeisha A. West  
Troutman Pepper Locke, LLP  
600 Peachtree Street, N.E. Suite 3000  
Atlanta, GA 30308  
[william.droze@troutman.com](mailto:william.droze@troutman.com)  
[matthew.bailey@troutman.com](mailto:matthew.bailey@troutman.com)  
[kadeisha.west@troutman.com](mailto:kadeisha.west@troutman.com)

Town of Trion, Georgia

Thomas Hiley  
Kassandra Garrison  
Erich Nathe  
GORDON REES SCULLY MANSUKHANI, LLP  
55 Ivan Allen Junior Blvd., NW, Suite 750  
Atlanta, GA 30308  
[thiley@grsm.com](mailto:thiley@grsm.com)  
[kgarrison@grsm.com](mailto:kgarrison@grsm.com)  
[enathe@grsm.com](mailto:enathe@grsm.com)



**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, MVM and Trion 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, MVM and Trion 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, MVM, and Trion 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 the Released Claims against MVM and Trion (with continuing jurisdiction to administer the Settlement).

**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 MVM and Trion in this Action; (2) provides tangible benefits to the Class Members; and (3) is fair, adequate, and reasonable; (4) 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 Parties 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 the Released Parties as contemplated in this Agreement, MVM and Trion shall jointly pay \$500,000 (Five Hundred Thousand 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. Payment into the existing Qualified Settlement Fund for providing temporary drinking water to Class Members or establishment of a new Qualified Settlement Fund for this purpose; and
- b. Payment of attorney fees and litigation expenses to Class Counsel as approved by the Court.

In addition, assuming the reserved federal claims are settled and MVM and Trion will not be Defendants at the trial with the Other Defendants, MVM shall make a representative reasonably available to testify about facts known regarding PFAS-containing products sold to Mount Vernon Mills and communications with the Other Defendants regarding these products during the trial of this case with the Other Defendants. Similarly, Trion shall make a representative reasonably available to testify about facts known regarding treatment of MVM's wastewater and the spreading of sludge on farm fields in the Raccoon Creek watershed. MVM and Trion shall be deemed to have complied with this requirement provided that they make 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 PARTIES:** In no event shall the Released Parties be obligated to pay anything in excess of the Settlement Amount under this Agreement, including but not limited to any obligation to pay interest. It is the intent of the Parties that the Settlement Payments MVM and Trion make under this Agreement shall be the sole payments the Released Parties shall make to address alleged PFAS contamination under any state law claim. A claim by Parris or the Class against any non-party arising out of Released Claims should not result in any additional payment by any Released Parties. The Released Parties 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 Parties shall have no responsibility for any aspect of any distribution of temporary drinking water to Class Members. Class Counsel and the Released Parties 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 the Released Claims herein against the Released Parties. 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 funds made available to the Class Members will confer benefits to the Settlement Class. Subject to Class Counsels'

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). For purposes of this settlement only, MVM and Trion agree not to object to any reasonable fee/expense request filed by Class Counsel up to and including \$125,000.00 (One Hundred Twenty-Five 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; provided however this settlement is not contingent upon the award of fees. If the Court awards less than \$125,000 (One Hundred Twenty-five 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 Parties from any and all claims arising out of state law which are or may be asserted against MVM and Trion, including but not limited to Counts 5 – 10 of Plaintiff's Second Amended Complaint including any claims for punitive damages, attorney's fees, bad faith, or stubborn litigiousness, or other litigation costs and expenses, against MVM and Trion under state law. This release is not intended to include and specifically excludes the release of any claims, losses, damages, or allocable attorneys' fees, costs, or expenses related to claims against MVM and Trion (a) for personal injuries or (b) under the federal Clean Water Act or the Resource Conservation and Recovery Act, as contained in Counts 1-4 of the Second Amended Complaint and any remedies sought thereunder. The Released Parties agree not to assert a claim-splitting defense that the reserved claims under the federal Clean Water Act or the Resource Conservation and Recovery Act, as contained in Counts 1-4 of the Second Amended Complaint are barred by the Released Claims under this Settlement, but otherwise reserve all defenses including but not limited to any bar to personal injury claims to

the extent such defense exists. 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 PARTIES:** 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 Parties. Accordingly, the Released Parties 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 Parties, 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 MVM and Trion 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 MVM and Trion 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, MVM and Trion shall wire transfer the first payment of the Settlement Amount of \$166,666.67; with a second payment of \$166,666.67 thirty (30) days thereafter; and a final payment of \$166,666.66 thirty (30) days thereafter (collectively \$500,000 (Five Hundred Thousand 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 MVM.

**20. NON-LIABILITY OF RELEASED PARTIES:** In no event shall the Released Parties 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 Parties 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, and the order warrants it, 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.

**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.

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.

d. The Settlement and all proceedings had in connection therewith shall be inadmissible in any later proceeding in the Action as a compromise effort pursuant to Fed.R.Evid. 408.

## **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  
gadavis@enviroattorney.com

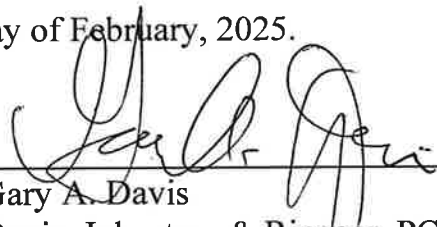
To Mount Vernon Mills:

William M. Droze  
T. Matthew Bailey  
Kadeisha A. West  
Troutman Pepper Locke, LLP  
600 Peachtree Street, N.E. Suite 3000  
Atlanta, GA 30308  
william.droze@troutman.com  
matthew.bailey@troutman.com  
kadeisha.west@troutman.com

To Town of Trion, Georgia:

Thomas Hiley  
Kassandra Garrison  
Erich Nathe  
GORDON REES SCULLY MANSUKHANI, LLP  
55 Ivan Allen Junior Blvd., NW, Suite 750  
Atlanta, Georgia 30308  
thiley@grsm.com  
kgarrison@grsm.com  
enathe@grsm.com

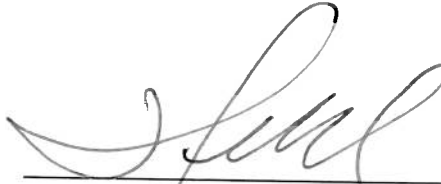
Executed and Agreed, this 18<sup>th</sup> day of February, 2025.

  
\_\_\_\_\_  
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 Plaintiffs*





---

William M. Droze  
T. Matthew Bailey  
Kadeisha A. West  
Troutman Pepper Locke, LLP  
600 Peachtree Street, N.E. Suite 3000  
Atlanta, GA 30308

*Counsel for Mount Vernon Mills, Inc.*

Town of Trion, Georgia

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

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

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

Acknowledged by:

---

Thomas Hiley  
Kassandra Garrison  
Erich Nathe  
GORDON REES SCULLY  
MANSUKHANI, LLP  
55 Ivan Allen Junior Blvd., NW, Suite 750  
Atlanta, GA 30308  
thiley@grsm.com  
kgarrison@grsm.come  
nathe@grsm.com

Counsel for Town of Trion, Georgia

101 E. Crawford St.  
Dalton, GA 30720

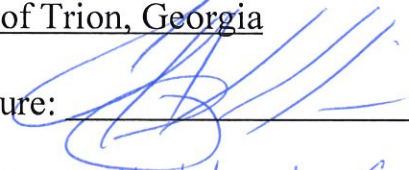
Counsel for Plaintiffs

---

William M. Droze  
T. Matthew Bailey  
Kadeisha A. West  
Troutman Pepper Locke, LLP  
600 Peachtree Street, N.E. Suite 3000  
Atlanta, GA 30308

Counsel for Mount Vernon Mills, Inc.


Town of Trion, Georgia

Signature: 

Print Name: Christopher L. Corbin

Title: Town Attorney

Acknowledged by:

  
\_\_\_\_\_  
Thomas Hiley  
Kassandra Garrison  
Erich Nathe  
GORDON REES SCULLY  
MANSUKHANI, LLP  
55 Ivan Allen Junior Blvd., NW, Suite 750  
Atlanta, GA 30308  
thiley@grsm.com  
kgarrison@grsm.com  
comenathe@grsm.com  
Counsel for Town of Trion, Georgia

# **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 FOR CLASS SETTLEMENT WITH  
MOUNT VERNON MILLS, INC., AND THE TOWN OF TRION, GEORGIA**

Before the Court is Plaintiff's Unopposed Motion for Preliminary Approval of the Class Action Settlement by Plaintiff Earl Parris, Jr., with Defendants Mount Vernon Mills, Inc., and the Town of Trion, Georgia (collectively "Parties"). Plaintiff has 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 Mount Vernon Mills, Inc., and the Town of Trion in the above-captioned action in accordance with the Parties' proposed Partial Class Settlement Agreement dated February 18, 2025, 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 1, 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 \$500,000 (five hundred thousand 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 Mount Vernon Mills, Inc. and the Town of Trion. The Court further preliminarily finds that the payment of this money into the 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, Mount Vernon Mills, Inc., 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 Mount Vernon Mills, Inc., and the Town of Trion are hereby stayed, pending the final determination of whether the Settlement Agreement should be approved and pending the Court's approval of a separate proposed Consent Decree for resolution of the federal Clean Water Act and Resource Conservation and Recovery Act claims against Mount Vernon and Trion, except for those proceedings necessary to carry out or enforce the terms of the Class Settlement Agreement.

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

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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 Mount Vernon Mills, Inc., and the Town of Trion, Georgia, have agreed upon a proposed Class Settlement that would settle the Class Claims against Mount Vernon Mills and Trion with the claims against the other Defendants remaining.

3. I understand that my lawyers and counsel for Mount Vernon Mills and

Trion 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 support and participate in the Partial Class Settlement Agreement with Mount Vernon Mills and the Town of Trion, Georgia, if approved by the Court.

This \_\_\_ day of February, 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 CLASS SETTLEMENT WITH MOUNT  
VERNON MILLS, INC., AND THE TOWN OF TRION, GEORGIA**

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 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**

**THIRD CLASS ACTION SETTLEMENT NOTICE**

***Parris v. 3M Company*, No. 4:21-CV-00040-TWT  
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 1, 2020, to January 23, 2025, 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.*

This third proposed Class Action Settlement (“Settlement”) provides for two additional Defendants, Mount Vernon Mills, Inc., and the Town of Trion, Georgia, to contribute to the 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 Settlement.

The Court in charge of this case must conduct a hearing to decide whether to approve the third proposed Settlement. The Temporary Drinking Water Fund will not be established until the Court approves the first (Pulcra Chemicals, LLC) Settlement and it becomes fully effective by its terms, and the time for all appeals has expired. The contributions of Mount Vernon Mills and Trion will occur after this third proposed Settlement is approved 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 8

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 9

16. How do I get more information?

## CLASS ACTION NOTICE

### BASIC INFORMATION

1. Why did I get this notice package?

You have received this Third Notice of Class Action Settlement (“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 third proposed Settlement. The case involved in this proposed 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 1, 2020 to January 23, 2025.

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. The United States Environmental Protection Agency (“EPA”) considers PFOA and PFOS potentially harmful to human health at very low concentrations and 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, Pulcra Chemicals, LLC, Mount Vernon Mills, Inc., The Chemours Company, and The Town of Trion, Georgia, alleging that their actions have impacted and continue to impact Raccoon Creek and the Summerville drinking water. The

## CLASS ACTION NOTICE

City of Summerville has joined this lawsuit which ultimately seeks a new permanent water treatment system to remove PFAS and also seeks to force certain 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 Mount Vernon Mills and Trion have reached an agreement to resolve this matter as to these two Defendants, resulting in the third proposed Class Action Settlement. Previously, the Class Representative entered into an agreement with Pulcra Chemicals, LLC, which is set for a Final Approval Hearing on April 23, 2025. Mount Vernon Mills and Trion deny the allegations in this lawsuit and specifically deny and dispute the factual, scientific, medical, or other bases asserted in support of Plaintiff's claims, including the demand for a temporary drinking water supply.

The case and all pending class claims will proceed against all remaining Defendants other than the Defendants that have 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 January 23, 2025, U.S. District Judge Thomas W. Thrash, Jr., conditionally certified the Settlement Class for purposes of a Class Settlement.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Class Representative or Mount Vernon Mills and Trion in this case. The Class Representative, with the advice of Class Counsel, and Mount Vernon Mills and Trion have agreed to the terms of this 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 Settlement with Mount Vernon Mills and Trion is best for Class Members because it provides certain relief now in the form of temporary drinking water. Under the settlement, all class claims in the case against Mount Vernon Mills and Trion will be dismissed with prejudice. The agreement to settle is not an admission of fault by Mount Vernon Mills and Trion. Mount Vernon Mills and Trion specifically dispute the claims asserted in this case and the need for any relief. The claims against the defendants who have not settled remain pending.

## WHO IS IN THE PARTIAL CLASS SETTLEMENT

In order to be included in this 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 1, 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?

Mount Vernon Mills and Trion are the only Defendants included in this proposed Third Settlement Agreement. The class action lawsuit will continue against Defendants 3M Company, Daikin America, Inc., E.I. Du Pont De Nemours and Company, and The Chemours Company. The City of Summerville and the Class Representative are seeking additional relief against certain of these Defendants which, if granted, would benefit Class Members.

## **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 Mount Vernon Mills and Trion. Specifically, the Partial Settlement provides for additional funding 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 a Granular Activated Carbon System to treat the water supply to PFAS levels below the EPA Drinking Water 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.

Mount Vernon Mills and Trion will fund the Temporary Drinking Water Fund with a payment of Five Hundred Thousand Dollars (\$500,000). From this payment, Class Counsel can request up to One Hundred Twenty-five Thousand Dollars (\$125,000) in attorney fees and litigation and administrative expenses, subject to approval by the Court. At least \$375,000 would be used for providing temporary drinking water to Class Members.

After several years of extensive litigation, Mr. Parris and Class Counsel have had the opportunity to thoroughly evaluate the likelihood of the class claims against Mount Vernon Mills and Trion succeeding on the merits if there is not a settlement and the risks of continuing with the litigation

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against these Defendants. Mount Vernon Mills and Trion have raised substantial defenses concerning the merits of the claims. Without a settlement, Mount Vernon Mills and Trion 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 Mount Vernon Mills and Trion, the proportion of any award that Mount Vernon Mills and Trion might be responsible for, compared to the other remaining Defendants, is uncertain. 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 Third Settlement Agreement is fair, adequate, and reasonable.

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 Mount Vernon Mills and Trion for any of the state law class claims associated with the Class Complaint. The Class Complaint claims primarily seek relief for alleged harms associated with supply, use, and disposal of PFAS-containing products at the Mount Vernon Mills facility in Trion, Georgia, and the land application of sludge by the Trion. 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. Mount Vernon Mills and Trion reserve all their defenses as to such claims. This Third Settlement Agreement also will not release any pending claims by Mr. Parris in his individual capacity against Mount Vernon Mills and Trion for violations of the federal Clean Water Act or the Resource Conservation and Recovery Act.

Mount Vernon Mills and Trion 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 Mount Vernon Mills or Trion.

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

Once the Court approves the first Partial Settlement with Pulcra and it becomes effective by its terms, and the time for appeals expires or all appeals are resolved, the Temporary Drinking Water Fund will be established. 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. Once the Court approves the Third Settlement Agreement with Mount Vernon Mills and Trion and it becomes effective by its terms and the time for appeals expires or all appeals are resolved, the payment will be made by Mount Vernon Mills and Trion to the Temporary Drinking Water Fund, and the Fund will continue to provide temporary drinking water to those who are eligible as long as funds remain.

**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.



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10. 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, not to exceed \$125,000, related to their work in this case for achieving this 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](http://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. Mount Vernon Mills and Trion do not oppose this request for fees and expenses.

## OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, you can object to the 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. Mount Vernon Mills, Inc., and Town of Trion, Georgia* 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 Mount Vernon Mills and Trion 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 \_\_\_\_\_**:

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

Mount Vernon Mills, Inc. Counsel:

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William M. Droze  
T. Matthew Bailey  
Kadeisha A. West  
Troutman Pepper Locke, LLP  
600 Peachtree Street, N.E. Suite 3000  
Atlanta, GA 30308

Town of Trion, Georgia Counsel:

Thomas Hiley  
Kassandra Garrison  
Erich Nathe  
GORDON REES SCULLY  
MANSUKHANI, LLP  
55 Ivan Allen Junior Blvd., NW, Suite 750  
Atlanta, GA 30308

**THE COURT’S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing at \_\_\_\_\_. At this hearing the Court will consider whether the 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 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. Mount Vernon Mills, Inc. and Town of Trion, Georgia* 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 April 9, 2025, 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?

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If you do nothing at all and the 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 Mount Vernon Mills and Trion as Defendants 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 Settlement, you will not have the right to request exclusion from the class action.

## GETTING MORE INFORMATION

16. How do I get more information?

DO NOT CALL the Court or Mount Vernon Mills or Trion 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).