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**

PLAINTIFF'S MEMORANDUM IN SUPPORT OF MOTION FOR FINAL APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT WITH MOUNT VERNON MILLS, INC., AND THE TOWN OF TRION, GEORGIA

INTRODUCTION

Plaintiff Earl Parris, Jr., on behalf of himself and the Class of City of Summerville water users, requests this Court to enter final approval of their class settlement with Defendant Mount Vernon Mills, Inc. ("Mount Vernon") and the Town of Trion, Georgia ("Trion"). If finally approved, the settlement will result in the availability of temporary drinking water for all Class Members. The Class Action Settlement Agreement ("Settlement Agreement"), attached to the Motion as Exhibit

1, requires Mount Vernon and Trion to contribute to a Temporary Drinking Water Fund to provide temporary drinking water free of toxic per-and polyfluoroalkyl substances ("PFAS") to members of the Class of Summerville drinking water customers who request it. In exchange, Class Members will resolve their claims against Mount Vernon and Trion contained in the Second Amended Individual and Class Action Complaint and will release Mount Vernon and Trion only for those individual and class claims in accordance with the terms of the Settlement Agreement. The Settlement Agreement will preserve all of Class Members' claims against the remaining defendants: 3M Company, Daikin America, Inc., E.I. Du Pont de Nemours and Company, and The Chemours Company.[1]

Because the proposed Settlement Agreement is fair, reasonable, and adequate, the Parties ask the Court to certify the Class for settlement purposes with the undersigned attorneys as Class Counsel and enter final approval of the Settlement Agreement under Rule 23(e)(1). A Proposed Final Approval Order is attached to the Motion, which would grant final judgment and dismiss claims by the Class against

[1] The Court has entered final approval of the Partial Class Action Settlement Agreement with Pulcra Chemicals, LLC, and preliminary approval of the Class Settlement Agreement with Huntsman International, LLC ("Huntsman"). *See* Docs. 849 and 809. In addition, Parris has reached an agreement in principle with Mount Vernon Mills, Inc., and the Town of Trion to settle the federal Clean Water Act and Resource Conservation and Recovery Act claims Parris has filed on an individual basis. A proposed Consent Decree will soon be lodged pending forty-five day review by the U.S. Department of Justice.

Mount Vernon and Trion.

FACTUAL BACKGROUND

I. PROCEDURAL HISTORY

On February 23, 2021, Plaintiff filed an Individual and Class Action Complaint against 3M Company, Daikin America, Inc., Huntsman International, LLC, Pulcra Chemicals, LLC, Mount Vernon Mills, Inc., Town Of Trion, Georgia, and Ryan Dejuan Jarrett, alleging that Defendants have caused and continue to cause contamination of the City of Summerville's drinking water source, Raccoon Creek, with PFAS, including toxic perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS"). *See* Complaint Doc. 1. Plaintiff filed his First Amended Complaint on April 22, 2021, *see* Doc. 73, the Defendants filed motions to dismiss all the claims, and Plaintiff responded. The City of Summerville moved to intervene against the PFAS Manufacturing Defendants, but not Mount Vernon and Trion, on May 26, 2021. *See* Doc. 84.

The Court denied the motions to dismiss on March 30, 2022, preserving nearly all Plaintiff's claims, and granted Summerville's motion to intervene. *See* Doc. 136. Then on June 27, 2022, the Court denied Defendant Daikin's motion to certify questions to the Georgia Supreme Court or to grant an interlocutory appeal of the denial of its motion to dismiss. *See* Doc. 201. On September 27, 2022, the Court entered a Consent Decree under the Clean Water Act between Plaintiffs and

Defendant Jarrett, one of the landowners who accepted sludge from the Town of Trion, who agreed to provide access to his property for sampling and potential remediation to reduce discharges of PFAS to Raccoon Creek. *See* Doc. 243.

Plaintiff and Intervenor (collectively "Plaintiffs") commenced discovery in June 2022, reviewing hundreds of thousands of documents produced by Defendants, and began taking depositions of Defendants' corporate representatives and employees. Since that time, over 30 fact witnesses have been deposed. Plaintiffs served ten expert witness reports on October 15, 2024, and Defendants have taken depositions of all the experts. The remaining Defendants served 21 expert witness reports on February 3, 2025, and Plaintiffs have completed their depositions. Parris filed a Motion for Class Certification on November 1, 2024, with accompanying exhibits, requesting certification of two classes of Summerville drinking water subscribers, one for injunctive relief and one for damages. *See* Doc. 688, 688-1 – 688-26, 689-1 – 689-12.

Plaintiff engaged in negotiations with Mount Vernon and Trion beginning in February 2025, resulting in the settlement terms agreed to in the proposed Settlement Agreement. The Court preliminarily approved the Settlement Agreement on March 5, 2025. Doc. 810.

II. TOXIC CHEMICALS IN SUMMERVILLE'S WATER SUPPLY.

As set out in detail in Plaintiff's Motion for Class Certification, *See* Doc. 688

at 1-5, Doc. 688-1 – 688-12, 689-1 – 689-3, the City of Summerville's water supply is contaminated with toxic PFAS which continue to be discharged into Raccoon Creek as a result of contaminated sludge spread on farms in the watershed. Treating Defendant Mount Vernon Mills' industrial wastewater, which is 94% of the total wastewater received at the Trion Water Pollution Control Plant ("WPCP"), generated sludge with high levels of PFAS, which was spread on farms in the Raccoon Creek watershed upstream of Summerville's water intake for at least 28 years. PFAS producers sold PFAS containing products to Mount Vernon Mills, which were discharged in wastewater to the Summerville WPCP.

In January 2020, the Georgia Environmental Protection Division ("EPD") notified the City of Summerville that its drinking water intake in Raccoon Creek is contaminated with PFAS above the safe drinking level. In February 2020 the EPD required Summerville to warn its citizens of the health effects of drinking the contaminated water, and Summerville responded to the emergency by creating a temporary treatment system at its water plant adding granular activated carbon ("GAC") to existing filter beds, which temporarily reduced the concentration of PFAS. However, the levels in the finished drinking water fluctuate higher because the existing filters do not hold enough GAC to adsorb all the PFOA and PFOS.

The need for a permanent drinking water treatment system for Summerville has become even more acute since this lawsuit was filed. In June 2022, EPA lowered

the safe Drinking Water Health Advisory to 0.004 parts per trillion ("ppt") for PFOA and 0.02 ppt for PFOS, based on an intensive review of their toxicity. *See* 87 Fed. Reg. 36848, *et seq*. (June 21, 2022). Then, on April 10, 2024, EPA finalized a Maximum Contaminant Level ("MCL") regulation for PFOS and PFOA in drinking water at 4 ppt. *See* 89 Fed. Reg. 32532, *et seq*. (April 10, 2024). The Maximum Contaminant Level Goal ("MCLG") was set at zero based on EPA's finding that PFOS and PFOA are likely to cause cancer in humans. *Id*. at 32563-67. Unfortunately, the levels of PFOA and PFOS in Summerville's drinking water have continued to greatly exceed the MCL and the MCLG, and the Class of water users will continue to receive water that does not comply with the MCL until a permanent filtration system is designed and installed at the City's water treatment plant. Summerville recently accepted the recommendation of its engineers to build a permanent GAC system sufficiently sized to remove PFOS and PFOA to meet the new MCL, which will not be completed until 2029.

III. THE PROPOSED RELIEF

The Settlement Agreement, if finally approved, will result in injunctive relief requiring Mount Vernon and Trion to provide temporary drinking water to Class Members through contribution to the Temporary Drinking Water Fund, previously established with the Pulcra Settlement, which will provide either bottled water or a point-of-use filter for Class Members who elect to participate. Unless the Fund is

depleted before then, temporary drinking water will be provided until Summerville's permanent treatment system is constructed and operating and meeting the MCLs for PFOA and PFOS. Mount Vernon and Trion will contribute $500,000 for the establishment of the Temporary Drinking Water Fund, out of which $125,000 will pay for the costs of providing notice to the Class, reimburse litigation costs, and award attorney fees as approved by the Court. *See* Motion Ex. 1. A separate motion will be filed for the award of costs and attorney fees.

The Temporary Drinking Water Fund has been established pursuant to the Pulcra Settlement as a Qualified Settlement Fund, within the meaning of United States Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1, and is being administered by an experienced Settlement Administrator approved by the Court. The Qualified Settlement Fund can accept funds from other Defendants who have entered or will enter similar settlements to provide temporary drinking water.

In exchange for this relief the Class will enter a partial settlement with Mount Vernon and Trion while retaining all other legal claims against the remaining Defendants in the action. The settlement will release Mount Vernon and Trion for the class claims and injuries included in Plaintiff's Second Amended Individual and Class Action Complaint, *see* Doc. 280, but excluding claims for manifest personal injury, which are not included in the pending action.

ARGUMENT

I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT IS WARRANTED.

A. Standards for Final Approval of a Class Settlement.

Under Federal Rule of Civil Procedure 23(e)(2) the Court may approve a class settlement only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:

> (A) the class representatives and class counsel have adequately represented the class;
> (B) the proposal was negotiated at arm's length;
> (C) the relief provided for the class is adequate …; and
> (D) the proposal treats class members equitably relative to each other.

The 2018 amendment to Rule 23(e)(2) is not meant "to displace" the factors previously identified by courts in reviewing class action settlement agreements, but "rather to focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision whether to approve the proposal." Fed. R. Civ. Pro 23(e)(2), Advisory Committee's Note to 2018 Amendment. The Eleventh Circuit previously identified factors that a district court should examine, including:

> (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 [not applicable at preliminary approval]; and (6) the stage of proceedings at which the settlement was achieved.

In re CP Ships Ltd. Securities Litigation, 578 F.3d 1306, 1317–18 (11th Cir. 2009)

(*quoting Bennett v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir.1984)).

The Eleventh Circuit recently observed that some of the so-called *Bennett* factors, where appropriate, complement the core concerns of Rule 23(e)(2):

> For example, Bennett factors (1), (2), (4), and (6) can inform "whether the relief provided to the class is adequate" (core concern three). And Bennett factors (3) and (5) can inform "whether the proposal treats class members equitably relative to each other" (core concern four).

Ponzio v. Pinon, 87 F.4th 487, 494-95 (11th Cir. 2023).

When exercising its discretion to approve a class settlement, the court should consider the public and judicial policies that strongly favor the settlement of class action lawsuits. *Id.* at 493-94; *Bennett*, 737 F.2d at 986. *See also In re U.S. Oil & Gas Litig*., 967 F.2d 489, 493 (11th Cir. 1992) ("Public policy strongly favors the pretrial settlement of class action lawsuits."); William B. Rubenstein, 4 Newberg on Class Actions § 13:44 (6th ed. 2022) ("The law favors settlement, particularly in class actions and other complex cases where substantial resources can be conserved by avoiding lengthy trials and appeals."). While the proposed Settlement Agreement is a partial settlement, it will conserve judicial resources by reducing the number of defendants and reducing some of the complexity of the litigation going forward.

B. Application of the Rule 23(e)(2) Factors.

1. The Class Representative and Class Counsel Have Adequately Represented the Class.

Both Plaintiff and his counsel have adequately represented the Class. There

are no conflicts between Class Members because Plaintiff's, and the Settlement Class's claims arise out of the same unifying event—decades of PFAS pollution making its way to Summerville's primary drinking water source. All seek redress for the same injury – the continued contamination of the water supply. Nor should there be any dispute that Parris and his counsel have adequately prosecuted the action. They have devoted substantial time and resources to this case, for example: by successfully opposing the numerous motions to dismiss; taking dozens of depositions (including those who were deposed multiple days); evaluating millions of pages of documents; overseeing the reports of nine experts; and deposing several of Defendants' 21 experts. Parris himself has participated in substantial discovery responding to 6 sets of interrogatories (92 total responses), 4 sets of requests for production (72 total responses), and 3 sets of requests for admission (31 total responses). He also sat for an 8-hour deposition. *See* Exhibit A at ¶ 6, attached to this Memorandum.

2. The Proposed Settlement Agreement was Negotiated at Arm's Length.

The proposed Settlement Agreement was negotiated at arm's length by experienced counsel after nearly four years of hard-fought litigation in which Mount Vernon, Trion, and the Plaintiff were adversaries until the Parties negotiated the terms of the Settlement Agreement. *See* Ex. A at ¶ 9, attached to this Memorandum.

3. The Relief Provided for the Class is Adequate.

The relief provided for the Class in this case is adequate taking into account:

> (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).

Fed. R. Civ. P. 23(e)(2)(C).

Here, the costs, risks and delay of trial and possible appeal are significant. The Court has not considered any evidence or expert testimony at this stage, and Huntsman has raised several substantial defenses concerning the merits of Plaintiff's claims which it would likely continue to press at the summary judgment stage and beyond, 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 and Trion, the proportion of any award that these Defendants might be responsible for, compared to the other remaining Defendants, is uncertain. In this partial settlement, some of the risks for the Class will continue to be present as long as the other Defendants continue to oppose relief for the Class. But, with the Settlement Agreement, the Class Members can receive meaningful partial relief without delay while the case proceeds.

The proposed method of providing relief to the Class in this Settlement Agreement is straightforward and will be effective. Once the Settlement Agreement is finally approved additional funds will be provided for the Temporary Drinking

Water Fund, Class Members who have established their eligibility with the Settlement Administrator will be able to continue to received delivery of bottled water or the installation of a point-of-use water filter. *See* Ex. A, ¶ 13, attached.

The Settlement Agreement addresses attorney fees, which were negotiated after the terms for injunctive relief and the amount of the contribution to the Fund. *See* Joint Motion, Ex. 1 at 19; Ex. A at ¶ 9, attached to this Memorandum. The Settlement Agreement provides for a reasonable fee of up to twenty-five percent of the amount to be paid by Mount Vernon and Trion as a contribution to the Fund, subject to Court approval.[2] Fees would be paid after final approval of the Settlement Agreement by the Court. *See* Ex. 1 at 19-20.

The Settlement Agreement requires Mount Vernon and Trion to notify appropriate state and federal officials of the proposed settlement, as required by the Class Action Fairness Act. See 28 U.S.C. § 1715. Mount Vernon and Trion provided timely notice and filed the notice with the Court. *See* Doc. 811.

Finally, there is one confidential agreement which will be disclosed to the Court, pursuant to Rule 23(e)(3), which is only relevant if the Court decides to certify

[2] Class Counsel has filed a separate petition, pursuant to Fed. R. Civ. P. 23(h), seeking an award of reasonable attorneys' fees and expenses incurred in connection with representation of the Class Members. A fee of 25 percent is presumptively reasonable. *See In re Blue Cross Blue Shield Antitrust Litigation MDL 2406*, 85 F.4th 1070, 1100 (11th Cir. 2023), *citing Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1242 (11th Cir. 2011).

the Settlement Class under Rule 23(b)(3), instead of under Rule 23(b)(2), providing Class Members with the opportunity to opt out. In that case, the Parties have agreed to a confidential opt-out threshold, which, if exceeded, would allow Mount Vernon and Trion to elect to terminate the Settlement Agreement. This threshold and its confidentiality does not affect the fairness or adequacy of the Settlement Agreement.[3]

4. The Proposed Settlement Treats Class Members Equitably Relative to Each Other.

The proposed Settlement Agreement treats Class Members equitably relative to each other by treating all Class Members the same. Each residence or commercial establishment will be able to receive temporary drinking water from the Temporary Drinking Water Fund.

C. Application of the *Bennett* Factors.

1. The Likelihood of Success at Trial.

"The likelihood of success on the merits is weighed against the amount and form of relief contained in the settlement." *Lipuma v. American Express Co.,* 406 F. Supp. 2d 1298, 1319 (S.D. Fla. 2005). In evaluating this factor, the court should not reach any ultimate conclusions with respect to issues of fact or law involved in the case. "The very uncertainty of outcome in litigation, as well as the avoidance of

[3] *See* 4 Newberg and Rubenstein on Class Actions § 13:6 (6th ed. 2022).

wasteful litigation and expense, lay behind the Congressional infusion of a power to compromise . . . [Settlements] could hardly be achieved if the test on hearing for approval means establishing success or failure to a certainty." *Knight v. Alabama,* 469 F.Supp. 2d 1016, 1033 (N.D. Ala. 2006) (quoting *In re Corrugated Container Antitrust Litig.,* 643 F.2d 195, 212 (5th Cir.1981)). As previously discussed, the risks to Plaintiff of proceeding to trial against Huntsman are significant as compared to the benefits of the partial settlement.

2. The Range of Possible Recovery and the Point on or Below the Range of Possible Recovery at Which a Settlement is Fair, Adequate and Reasonable.

District courts often consider these two factors together because they are related. *See, e.g., Knight,* 469 F. Supp. 2d at 1033; *Lipuma,* 406 F.Supp. 2d at 1322; *Behrens v. Wometco Enterprises, Inc.,* 118 F.R.D. 534, 541 (S.D. Fla. 1988). Analysis of these factors requires the court to compare the settlement terms "with the likely rewards the class would have received following a successful trial of the case." *Knight,* 469 F.Supp.2d at 1033. "When making this comparison, the Court should keep in mind that 'compromise is the essence of a settlement, and should not make a proponent of a proposed settlement justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes.'" *Id*. Here, as in most class actions, it is not only monetary relief that is

difficult to quantify, but the range of possible recovery "'spans from a finding of non-liability through varying levels of injunctive relief.'" *Assoc. for Disabled Americans, Inc. v. Amoco Oil Co.,* 211 F.R.D. 457, 468 (S.D. Fla. 2002). "Any settlement typically offers far less than a full recovery. Indeed, settlements, by their nature, do not yield one hundred percent recovery for plaintiffs." *Faught v. Am. Home Shield Corp*., No. 2:07–CV–1928–RDP, 2010 WL 10959223, *14 (N.D. Ala. Apr. 27, 2010), *aff'd in part,* 668 F.3d 1233 (11th Cir. 2011).

There is no doubt that the Settlement Agreement provides real, valuable and immediate benefits to the Class Members as a compromise of their claims for injunctive relief against Mount Vernon and Trion, especially when taken together with their settlement of Clean Water Act and Resource Conservation and Recovery Act claims with the Plaintiff. See Ex. 1 to Joint Motion at 4. Although a victory at trial against Mount Vernon and Trion might result in some additional or alternative relief for Class Members, the proposed Settlement provides guaranteed benefits much sooner, and the Court should consider that the Class may later recover additional relief from the other non-settling Defendants.

3. The Complexity, Expense, and Duration of Litigation.

This inquiry overlaps in some respects with the first *Bennett* factor—likelihood of success on the merits. In assessing this factor, "[t]he Court should consider the vagaries of litigation and compare the significance of immediate

recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, '[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.'" *Lipuma,* 406 F.Supp.2d at 1323 (quoting *In re Shell Oil Refinery,* 155 F.R.D. 552, 560 (E.D. La.1993)); *see also Ingram v. Coca-Cola Co*., 200 F.R.D. 685, 689 (N.D. Ga. 2001) (application of the *Bennett* factors "often justifies approving settlements that are substantial compromises of the relief that could be obtained through litigation. . ."). Again, the need for the immediate relief in the form of a temporary safe water supply for the Class, as compared to the potential of another year or more of litigation to possibly achieve a permanent solution, which may take another two years to construct, weighs in favor of preliminary approval of the Settlement Agreement.

4. The Substance and Amount of Opposition to the Settlement.

After notice was provided to the Class Members, three objections were received. A letter was served on behalf of two objectors by two law firms on April 7, 2025. [*See* Doc. 840]. These objections were withdrawn by letter filed with the Court on May 15, 2025. The other objection was a letter sent by Class Member Mr. Cortez Knowles, who states he has kidney disease which he believes has resulted from consumption of drinking water contaminated with PFAS. [*See* Doc. 833-1]. As mentioned above, the Settlement Agreement does not release claims for personal injuries, and Mr. Knowles is free to pursue his claim if he chooses to.

5. The Stage of Proceedings at Which the Settlement Was Achieved.

This case has been pending for over four years, and there has been extensive discovery. *See* Ex. A at ¶ 7, attached to this Memorandum. As a result, Plaintiff has had the opportunity to thoroughly evaluate the likelihood whether his claims will succeed on the merits. Plaintiff is represented by experienced counsel who understand the time and expense that continued litigation, trial and possible appeal would require in this complex case. *Id*. at ¶ 4-6. Given that he has had the opportunity to evaluate these issues with experienced counsel, this factor weighs in favor of approving the Settlement Agreement.

II. THE COURT SHOULD CERTIFY THE SETTLEMENT CLASS.

It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *In re Mednax Services, Inc., Customer Data Security Breach Litigation*, 2024 WL 1554329, at *2 (S.D. Fla., 2024), citing *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (cleaned up). However, the U.S. Supreme Court has emphasized that the district court may not disregard the requirements of Fed. R. Civ. P. 23(a) and (b) in certifying a settlement class. *Amchem Prods., Inc. v. Windsor,* 521 U.S. 591, 620-622 (1997).

Because the class is certifiable under the requirements of Rule 23(a) and 23(b), this Court should certify the Class for purposes of final approval of the

Settlement Agreement.

A. <u>The Settlement Class Definition.</u>

The Settlement Class definition proposed by the Parties and preliminarily approved by the Court is the same as the Settlement Class approved for the Pulcra Settlement, 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.

B. <u>Rule 23(a) Requirements Are Satisfied</u>.

1. The Proposed Settlement Class is Adequately Defined and Clearly Ascertainable.

The Eleventh Circuit has held that Rule 23(a) imposes an initial, implicit condition of "ascertainability," meaning that an "adequately defined and clearly ascertainable" class definition is necessary to evaluate Rule 23(a)'s explicit requirements. *Cherry v. Dometic Corp*., 986 F.3d 1296, 1302-03 (11th Cir. 2021). Though some jurisdictions require consideration of "administrative feasibility" in this analysis, the Eleventh Circuit reduces ascertainability to a single question: whether a proposed class "is adequately defined such that its membership is capable of determination." *Id*. at 1302, 1304.

In this case, Class Members can be easily determined through records of the

City of Summerville reflecting the rate payers for water and sewer service from January 2020 to the time of this Settlement Class is certified. *C.f.*, *Petersen v. Am. Gen. Life Ins. Co*., No. 3:14-cv-100-J-39JBT, 2019 WL 11093815, *3 (M.D. Fla. Apr. 4, 2019) (class members "readily ascertainable from the electronic records of a third-party").

2. The Proposed Class Is So Numerous That Joinder Is Impracticable.

"Numerosity" under Rule 23(a)(1) requires that a class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Here, numerosity is not subject to credible dispute—the City of Summerville has approximately 4,500 current water customers, which easily satisfies numerosity. *See* Doc. 688-26 at 59. *See e.g. Cox v. Am. Cast Iron Pipe Co*., 784 F.2d 1546, 1553 (11th Cir. 1986) (over 40 class members satisfies numerosity).

3. The Proposed Settlement Class Raises Common Contentions Capable of Class-Wide Resolution.

Rule 23(a)(2) "commonality" requires that there be "questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The standard is "qualitative rather than quantitative." *In re Delta/AirTran Baggage Fee Antitrust Litig*., 317 F.R.D. 675, 693 (N.D. Ga. 2016). Class members must "have suffered the same injury," and there must be a "common contention" where "determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349-350 (2011) ("What

matters . . . [is] the capacity of a class-wide proceeding to generate common answers apt to drive the resolution of the litigation."). If it meets this qualitative threshold, "even a single common question will do." *Owens v. Metro. Life Ins. Co.*, 323 F.R.D. 411, 417-18 (N.D. Ga. 2017).

The Settlement Class clears this "low hurdle." *Id*. All class members share the same injury in the pollution of Summerville's drinking water, and all class members will benefit from the provision of temporary clean drinking water. All these class members share common contentions that:

- the City of Summerville's drinking water is contaminated with PFAS, which each of the Defendants contributed to;
- Defendants are liable for the contamination under negligence, nuisance, and other legal theories;
- the class members have and will continue to suffer damage by having PFAS contamination in their potable water.

The truth or falsity of these and other contentions affects all class members alike and will drive resolution of each class claim. *Dukes*, 564 U.S. at 350.

4. Parris' Claims Are Typical of Class Members' Claims.

Rule 23(a)(3) requires that "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(2). Whereas "commonality refers to the group characteristics of the class as a whole, . . . typicality refers to the individual characteristics of the named plaintiff in relation to the class." *Prado-Steiman v. Bush*, 221 F.3d 1266, 1279 (11th Cir. 2000). Thus, typicality calls for "a sufficient nexus . . . between the legal claims of the named representatives and

those of the class at large." *Id*. at 1279; *see also Gen. Telephone Co. of Sw. v. Falcon*, 457 U.S. 147, 156 (1982) ("[A] class representative must be part of the class and possess the same interest and suffer the same injury as the class members.").

The typicality nexus exists where claims of the representative and the class "'arise from the same event or pattern or practice and are based on the same legal theory.'" *J.M. v. Crittenden*, 337 F.R.D. 434, 449 (N.D. Ga. 2019) (*quoting Kornberg v. Carnival Cruise Lines, Inc*., 741 F.2d 1332, 1337 (11th Cir. 1984)). That is the case here. Like all class members, Parris is a rate payer for water service with the City of Summerville at both his home and business and contends that Defendants have caused his potable water supplied by Summerville to be contaminated with toxic PFAS. *See* Ex. C, Declaration of Earl Parris, Jr., attached to the Memorandum. Parris' claims arise from the same set of facts and series of events by which Defendants contaminated the common water source for Class Members, and they assert the same legal theories of each applicable class claim *See* Doc. 280.

5. Parris and His Counsel Adequately Represent the Proposed Class's Interests.

This factor was addressed in Section I.B.1 of this Memorandum and weighs in favor of certification of the Settlement Class. In addition, Plaintiff has attached declarations of proposed Class Counsel and Mr. Parris to this Memorandum as Exhibits A, B, and C, which further demonstrate adequate representation. Plaintiff

requests the Court to appoint him as Class Representative for purposes of the final approval of the Class Settlement and to appoint the undersigned attorneys, Gary A. Davis, and Thomas Causby as Class Counsel for purposes of final approval.

C. Rule 23(b) Requirements Have Been Satisfied.

A proposed class must also satisfy applicable provisions of Rule 23(b). *Dukes*, 564 U.S. at 361-63. Parris and the Class have sought injunctive relief and abatement of a public nuisance in Count 10 of the operative Complaint, s*ee* Doc 280, ¶¶ 217-22, and this proposed Class Settlement would award injunctive relief and partial temporary abatement of the nuisance under Rule 23(b)(2). Rule 23(b)(2) provides that a class action is appropriate when "the party opposing the class has acted or refused to act on grounds generally applicable to the class," and the representatives are seeking "final injunctive relief or corresponding declaratory relief." Certification of a class under Rule 23(b)(2) is appropriate where the remedy sought is "an indivisible injunction" that applies to all class members "at once." *Dukes,* 564 U.S. at 360.

For "generally applicable," the key is whether the party's actions affected all persons similarly situated so that those acts apply generally to the whole class. The second prerequisite, that final injunctive or declaratory relief must be requested against the party opposing the class, embraces all forms of judicial orders, whether mandatory or prohibitory. 7A Charles Alan Wright & Arthur R. Miller, Federal

Practice and Procedure § 1775 (3rd ed. 2016).

In the instant case, all the Class Members have been affected in the same way by Defendant Huntsman's actions in refusing to act to remedy their drinking water contamination. The injunctive relief in the proposed Settlement Agreement provides benefits to all Class Members. In another case involving PFOA contamination of drinking water, a federal court in New Jersey approved a Rule 23(b)(2) injunctive relief settlement class where the defendant created an $8.3 million fund to provide home water filters to members of the class of water users. *Rowe v. E.I. DuPont de Nemours and Co*., Nos. 06–1810, 06–3080, 2011 WL 3837106, *1 (D.N.J. October 9, 2009); *See also Agnone v. Camden Co. Ga*., No: 2:14-cv-00024-LGW-BKE, 2018 WL 4937061, *5, (S.D. Ga. Oct. 10, 2018) (Rule 23(b)(2) settlement approved which created fund for construction of improvements to subdivision benefiting whole class).

IV. THE CLASS NOTICE TO CLASS MEMBERS WAS REASONABLE AND PROVIDED DUE PROCESS TO CLASS MEMBERS.

"[R]ule 23(e) requires that absent class members be informed when the lawsuit is in the process of being voluntarily dismissed or compromised." *Juris v. Inamed Corp*., 685 F.3d 1294, 1317 (11th Cir. 2012). The notice should be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–812 (1985). It is

well established that a district court has great discretion in determining the kind of notice to employ in alerting class members to a proposed settlement and settlement hearing, subject to "the broad reasonableness standards imposed by due process." *Fowler v. Birmingham News Co.*, 608 F.2d 1055, 1059 (5th Cir.1979); *Battle v. Liberty National Life Insurance Company*, 770 F. Supp. 1499, 1521 (N.D. Ala. 1991).

Plaintiff followed the approved Notice Plan and provided individual notice by mailing the Notice, attached to this Memorandum as Exhibit D, to Class Members. The Notice was mailed to 7,914 current and former Summerville water customers based upon names and addresses provided by the City of Summerville to the Settlement Administrator, as set out in the Declaration of Edgar Gentle, III, attached as Exhibit E to this Memorandum. The approved Notice contains sufficient information to satisfy the requirements of Fed. R. Civ. P. 23(e)(3) and incorporates the "plain language" guidelines and incorporates elements of the illustrative notice forms that the Federal Judicial Center developed for use in federal courts, including the procedure for filing objections and the date, time, and place for the Fairness Hearing.

In addition to the mailed notice, a newspaper ad was posted for one week in the local newspaper, the *Summerville News*, and a public settlement website (www.summervilleclasssettlement.com) was created which contains the Notice, the

Court's Preliminary Approval Order, and other important case documents. See Ex. E. The Notice contained the phone numbers of Class Counsel Gary Davis and the Settlement Administrator to call for additional information. After the Pulcra Settlement Notice, Class Counsel received 14 calls for information with none of the callers expressing any objections to the Pulcra Settlement Agreement. No calls have been received regarding the Mount Vernon and Trion Class Settlement.

V. ADMINISTRATION OF THE SETTLEMENT.

The Court previously appointed Mr. Edgar Gentle, III, as Settlement Administrator for the Pulcra Settlement and authorized him to administer the Temporary Drinking Water Fund, which has been established as a Qualified Settlement Fund ("QSF") within the meaning of United States Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1. The proposed final approval order directs the Mount Vernon and Trion funds to be deposited in the QSF and authorizes Mr. Gentle to administer those funds as well as other funds deposited in the Fund.

CONCLUSION

Plaintiff respectfully requests that the Court: (1) certify the Class for settlement purposes with Parris as the Class Representative and the undersigned attorneys as Class Counsel; (2) enter final approval of the Settlement Agreement under Rule 23(e)(1); and (3) enter the proposed Order attached to the Motion, which contains additional approvals and directives and enters final judgment as to

Huntsman.

Respectfully submitted.

/s/ Gary A. Davis
Gary A. Davis (*phv*)
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Fax: 706-229-4363

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

CERTIFICATE OF COMPLIANCE

Pursuant to Northern District of Georgia Civil Local Rule 7.1(D), the undersigned counsel certifies that the foregoing filing is prepared in Times New Roman point font, as mandated in Local Rule 5.1(C).

/s/ Gary A. Davis
Gary A. Davis
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document was electronically filed with the Clerk of Court using the CM/ECF system, which automatically serves notification of such filing to all counsel of record.

This 22nd day of May 2025.

/s/ Gary A. Davis
Gary A. Davis
Attorney for Plaintiff

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**

DECLARATION OF GARY A. DAVIS

I, Gary A. Davis, being competent to provide this Declaration, do declare as follows:

1. That I make this Declaration, pursuant to the Court's final approval of the Settlement between Plaintiff and the Class Members and Defendants Mount Vernon Mills, Inc. ("Mount Vernon"), and the Town of Trion, Georgia ("Trion"), pursuant to Rule 23(e)(1).

2. Since the inception of this case, I have been in the lead counsel role in developing strategy, preparing and implementing a litigation plan, coordinating the successful response to Defendants' dispositive motions, coordinating and

conducting discovery, including drafting written discovery and attending depositions. I have also played a key role in developing the evidence necessary to certify this case as a class action.

3. I have been practicing environmental law for 41 years. I am currently the principal shareholder of Davis, Johnston, & Ringger, PC, located in Asheville, North Carolina. I am admitted to practice in the State Courts of Tennessee, North Carolina, and California (inactive status). I am also admitted to the United States District Court for the Eastern, Middle, and Western Districts of Tennessee, for the Western, Middle, and Eastern Districts of North Carolina, and for the Northern District of California. In addition to State Courts in Alabama, Arkansas, Georgia, and Florida, I have been admitted to practice, pro hac vice, in the following federal jurisdictions: Northern District of Alabama, Eastern District of Arkansas, Middle and Southern Districts of Florida, Northern District of Georgia, Eastern District of Louisiana, and the District of Vermont. I have also admitted in the Fourth, Sixth, Seventh, Eighth, and Eleventh Circuit Courts of Appeals.

4. A summary of my education and experience is as follows. I attended the University of Cincinnati where I graduated with a B.S. in Chemical Engineering. Thereafter, I earned my J.D. from the University of Tennessee College of Law. Prior to attending law school, I worked as an environmental engineer with an environmental consulting firm in Knoxville, Tennessee. After law school I was

employed in an environmental policy position with the California Governor's Office. Upon returning to Knoxville, I founded an environmental law practice and have represented individuals and businesses impacted by pollution, in addition to governmental, environmental and community organizations, for over forty years. I also founded and directed an environmental research center at the University of Tennessee, the Center for Clean Products and Clean Technologies, and taught environmental law as an adjunct professor in the UT College of Law. Since 2005, my main office has been in North Carolina, from which my firm specializes in complex environmental litigation nationwide.

5. The following is a partial list of prior cases wherein I have gained the necessary experience, knowledge, skill, and resources to commit to the prosecution of cases similar to the case at bar: *Sullivan, et al., v. Saint-Gobain Performance Plastics Corp.*, No. 5:16-cv-00125 (D. Vt.) (appointed class counsel representing two classes of over 8,000 residents and property owners with well and property contamination by per-and polyfluoroalkyl substances ("PFAS") — case settled for two classes for $34 million); *West Morgan-East Lawrence Water and Sewer Authority, et al., v. 3M Company, et al.*, No. 5:15-cv-01750 (N.D. Ala.) (appointed class counsel for settlement class of water users approved by the Court, but later overturned on appeal, and represented drinking water utility for PFAS contamination of water supply for 100,000 people — settlement of $35 million to fund new water

treatment plant); *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.) (represented over 800 businesses and individuals for economic and property losses in the BP Oil Spill Litigation, in which I was appointed by the Plaintiffs' Steering Committee to serve on two Workgroups — ultimately, economic damages claims settled as class action for over $10 billion); *In re Tennessee Valley Authority Ash Spill Litigation*, No. 3:09-CV-009 (E.D. Tenn.) (served as co-lead trial counsel in month-long bench trial for hundreds of property owners after massive coal ash release in in Kingston, Tennessee — case ultimately settled for property owners as mass action for $27.8 million).

6. In the case at bar, I have been and continue to be fully and sufficiently engaged and informed about the material aspects of this case so as to ensure vigorous advocacy on behalf of the putative class. I and my firm have successfully opposed multiple motions to dismiss; propounded discovery on Defendants and responded to their discovery propounded to Plaintiff (6 sets of interrogatories with 92 total responses, 4 sets of requests for production with 72 total responses, and 3 sets of requests for admission with 31 total responses); taken dozens of depositions (including those who were deposed multiple days); evaluated millions of pages of documents; coordinated the reports of nine expert witnesses retained by Plaintiff; and participated in the depositions of several of Defendants' 21 expert witnesses. Plaintiff Parris himself has participated in substantial discovery, responding to 6 sets

of interrogatories (92 total responses), 4 sets of requests for production (72 total responses), and 3 sets of requests for admission (31 total responses). He also sat for an 8-hour deposition.

7. Based on the foregoing, I have the expertise, knowledge and experience necessary to fairly and adequately represent the interests of the proposed Settlement Class. I have the necessary experience in handling class actions, other complex litigation and claims of the type asserted in this action. I also have knowledge of the applicable law and have and continue to commit resources necessary to represent the proposed class. Further, my experienced and able co-counsel remain heavily involved in the prosecution of this action, and we will continue in this capacity until its conclusion.

8. After nearly four years of litigation in this case, Plaintiff Parris and Defendants Mount Vernon and Trion began negotiations which resulted in the proposed Class Settlement Agreement which has been preliminarily approved by the Court. Plaintiff, in his individual capacity, has also reached an agreement with Mount Vernon and Trion to resolve his Clean Water Act and Resource Conservation and Recovery Act claims against these Defendants. This agreement will include an injunction requiring them to support Summerville's intended work to install permanent water treatment to remove PFAS.

9. The resulting Partial Class Action Settlement Agreement is the result of arm's-length negotiations between adversaries. It was negotiated separately on behalf of the Class, and there was no discussion of attorney fees until after the agreement for Mount Vernon and Trion to contribute to the Temporary Drinking Water Fund with the agreed-upon contribution.

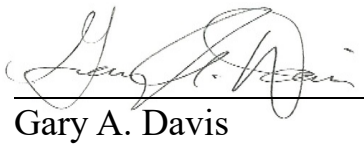
10. Based upon my experience with complex litigation and my knowledge of the facts and law upon which this case is being prosecuted, it is my opinion that the Partial Class Settlement Agreement with Mount Vernon and Trion is fair, reasonable, and adequate for the Class Members.

11. Plaintiff is proposing to use an experienced Settlement Administrator to administer this Settlement, who was appointed by the Court with the Pulcra Settlment. Edgar C. Gentle III, is the founder of Gentle Turner & Benson, LLC, in Birmingham, Alabama, and has over twenty years of mass tort and class action settlement administration experience. To date, his firm has administered over $2.5 Billion in Settlements, including class settlements concerning PFAS in drinking water. His background and experience can be reviewed at https://www.gtandslaw.com/9-2/edgar-c-gentle-iii/. Plaintiff will seek appointment of Mr. Gentle in the motion for final approval of the Mount Vernon and Trion Settlement Agreement.

12. If the Court enters final approval for the Settlement Agreement, my firm and Mr. Causby will cooperate with the Settlement Administrator to provide notice to Class Members of the availability of temporary drinking water, including holding at least one public meeting, and the Class Members can demonstrate their eligibility by providing proof that they are Summerville drinking water customers. My firm will work with the Settlement Administrator to identify appropriate contractors, and the Administrator will contract for provision of the drinking water either by delivery of bottled water or by installation of under-sink filters capable of removing PFAS. If the Court wishes to receive periodic reports of the progress of the temporary drinking water program, we will provide those in cooperation with the Settlement Administrator.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

This the 22nd day of May 2025.



Gary A. Davis

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** **TRIAL BY JURY REQUESTED**

DECLARATION OF THOMAS C. CAUSBY

I, Thomas C. Causby, being competent to provide this Declaration, do declare as follows:

1. That I make this Declaration pursuant to the Federal Rules of Civil Procedure, Rule 23 (g)(3), in support of my appointment as class counsel.

2. Since the inception of this case, I have served as local counsel supporting the litigation team with knowledge of Georgia law and familiarity with the Court and the Local Rules. I have also maintained close communication with the Plaintiff and have assisted expert witnesses in sampling for PFAS on the farms where wastewater sludge was land applied and in the Raccoon Creek watershed. I

have also represented Plaintiff and the proposed class in numerous depositions of City of Summerville officials and other local witnesses.

3. I hereby submit this Declaration to satisfy the requirements of Rule 23(g).

4. I have been practicing law continuously since 2017 in Georgia State Court and in the United States District Court for the Northern District of Georgia, first as an associate and then a Partner at Little, Bates, Keleher & Toland, P.C., then as a Partner at Morris & Dean, LLC, and now as a sole practitioner when I opened my own firm, Causby Firm, LLC, of which I am the sole owner. I am admitted to practice in the Court of Appeals of the State of Georgia.

5. A summary of my education and experience is as follows. I attended Dalton State College and graduated with a B.A. in history in 2012. Thereafter, I earned my J.D. from the University of Alabama School of Law in 2016. I have represented individuals and entities across North Georgia as a "Country Lawyer" riding the circuits and practicing in nearly every field of the law save for bankruptcy and intellectual property.

6. This is the first case in which I have engaged in the prosecution of an environmental mass tort/class action. Since the commencement of my representation of Mr. Parris and the proposed class, I have gained the necessary experience, knowledge and skill to devote to the prosecution of this matter, and

indeed have devoted a substantial portion of my practice to it, and to similar matters in North Georgia. In addition to it, I am currently lead counsel for the Plaintiffs in *Moss Land Company, LLC, Et al v City of Calhoun, Georgia; 3M Company; et al. 24-CV-73929* (Gordon County Georgia Superior Court) (concerning property contamination by per- and polyfluoroalkyl substances "PFAS".)

7. In the case at bar, I have been and continue to be fully and sufficiently engaged and informed about the material aspects of this case so as to ensure vigorous advocacy on behalf of the putative class.

8. Based on the foregoing, I have the expertise, knowledge and experience necessary to fairly and adequately represent the interests of the proposed class. I have the necessary experience to serve as liaison counsel in handling complex litigation and claims of the type asserted in this action. I also have knowledge of the applicable law and have and continue to commit resources necessary to represent the proposed class. Further, my experienced and able co-counsel remain heavily involved in the prosecution of this action, and we will continue in this capacity until its conclusion.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Thomas C. Causby

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,	**Case No.: 4:21-cv-00040-TWT**
City of SUMMERVILLE, GEORGIA,	**TRIAL BY JURY REQUESTED**
Intervenor-Plaintiff,	
v.	
3M COMPANY, *et al.,*	
Defendants.	

DECLARATION OF EARL PARRIS, JR.

I, Earl Parris, Jr., being competent to make this declaration, do hereby declare the following:

1. I am a named plaintiff in the Second Amended Complaint filed in these proceedings and seek to be appointed as the Class Representative by the Court.

2. I reside at 31 North Washington Street, Summerville, GA, 30747, and own this property jointly with my wife. I have lived at this location for 39 years. I receive water at this address for drinking water and other uses from the City of

Summerville, Georgia, Public Works & Utilities Department. I receive and pay monthly bills for water and sewer services for the water used at this address.

3. I also own an office and workshop at 55 Union Street, Summerville, GA 30747, which I have owned since 2000, and which I have used and continue to use for business purposes. I receive water at this address for drinking water and other uses from the City of Summerville, Georgia, Public Works & Utilities Department. I receive and pay monthly bills for water and sewer services for the water used at this address.

4. As a result of learning about the contamination of the City's drinking water with perfluorooctanoic acid ("PFOA"), perfluorooctane sulfonate ("PFOS"), and other per-and polyfluoroalkyl substances ("PFAS") in 2020, I stopped drinking the City's water at either address without using filters which I have purchased myself. I also drink bottled water instead of tap water.

5. Since 2020 I and all the City's water users have paid increased water fees as a result of the City's efforts to reduce the contamination of the drinking water. The City has approved multiple rate increases. The increased fees have been calculated for all the City's water and sewer rate payers by Mr. William Zieburtz, an expert economist.

6. I am bringing this lawsuit on my own behalf and on behalf of a class of all the City's water rate payers. My primary interest in this case is to secure

clean drinking water for the class of water users and to ensure that the water users are reimbursed for the increased water charges they have paid and will pay as a result of the PFAS contamination.

7. I have served the City of Summerville and its citizens as an elected member of the City Council in the 1990's and again from 2016 to the end of 2019. I was honored for my service by the Mayor and City Council and received a resolution honoring my service from the Georgia General Assembly.

8. I have no known conflicts of interest with other members of the proposed class.

9. I have no expectation of remuneration beyond the damages incurred by me.

10. I have retained the services of competent counsel to prosecute this lawsuit on my behalf and on behalf of the entire class.

11. I, in consultation with counsel, have participated and will continue to actively participate in the prosecution of this lawsuit in the best interests of the class and will do everything necessary to resolve this lawsuit favorably for the class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 1st day of November, 2024, in Chattooga County, Georgia.

Earl Parris, Jr.

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 March 5, 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

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 March 5, 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 third 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 third 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

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. 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 March 5, 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.

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 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

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.

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.

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 April 7, 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

Mount Vernon Mills, Inc. Counsel:

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 **June 11, 2025 at 10:00 AM, at the United States District Court for the Northern District of Georgia, Atlanta Division.** 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 May 27, 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?

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
(855) 711-2079

Additional information and documents pertaining to the Partial Settlement can be found by visiting the website www.summervilleclasssettlement.com.

EXHIBIT E

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**

DECLARATION OF EDGAR C. GENTLE, III. ESQ. REGARDING IMPLEMENTATION OF THE NOTICE PLAN

I, Edgar C. Gentle, III ("ECG") for the Huntsman First Class Action Settlement of Class Claims against Huntsman International LLC in the above-captioned action in accordance with the Parties' proposed Partial Class Settlement Agreement dated February 28, 2025, as filed with the Court (the "Huntsman First Class Action Settlement Agreement") and preliminarily approved on March 5, 2025[1] and the Mount Vernon Mills/Trion First Class Action Settlement of Class Claims against Mount Vernon Mills, Inc., and the Town of Trion, Georgia in the above-captioned action in accordance with the Parties' proposed Partial Class Settlement Agreement dated March 1, 2025, as filed with the Court (the "Mount Vernon/Trion First Class Action Settlement Agreement") and

[1] Preliminary Approval Order for Partial Class Settlement with Defendant Huntsman International LLC ("Huntsman Partial Settlement Preliminary Approval Order"). N.D. Ga (Rome Div.) 4:21-cv-00040-TWT. (Document 809).

preliminarily approved on March 5, 2025[2], hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge:

1. I have been practicing law since 1981, and specialize in the mediation, settlement and administration of Mass Cases, including class actions. I often serve as Special Master or Settlement Administrator in this role, for about $6 billion of cases, which includes designing and implementing notice programs. My law firm is Gentle, Turner & Benson, LLC.

2. Unless otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge and information received from the parties in this proceeding (the "Parties"). The opinions presented and recommendations made in this Declaration rest on my training and experience.

3. I was hired by Class Counsel for the Huntsman and Mount Vernon Mills and Town of Trion, Georgia Partial Settlement, to administer Class Notice pursuant to Section 7 of the Preliminary Approval Orders. *See Preliminary Approval Order for Partial Class Settlement with Defendant Huntsman International LLC* ("Huntsman Partial Settlement Preliminary Approval Order"). N.D. Ga (Rome Div.) 4:21-cv-00040-TWT. (Document 809).("Class Counsel shall provide notice of the proposed Settlement Agreement to Class Members…."); *see also Preliminary Approval Order for Partial Class Settlement with Defendant Mount Vernon Mills, Inc., and the Town of Trion, Georgia* ("Mount Vernon Mills, Inc., and the Town of Trion, Georgia Partial Settlement Preliminary Approval Order"). N.D. Ga (Rome Div.) 4:21-cv-00040-TWT. (Document 810).

[2] Preliminary Approval Order for Partial Class Settlement with Defendant Mount Vernon Mills, Inc., and the Town of Trion, Georgia ("Mount Vernon Mills, Inc., and the Town of Trion, Georgia Partial Settlement Preliminary Approval Order"). N.D. Ga (Rome Div.) 4:21-cv-00040-TWT. (Document 810).

SETTLEMENT CLASS

4. The Settlement Agreements preliminarily approved by the Court on March 5, 2025, conditionally certified the Proposed Class 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.

Id.

NOTICE PLAN OVERVIEW

5. "For any class certified under Rule 23(b)(3)--or upon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)--the court must direct to class members the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B). "The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means." *Id.* (emphasis added). The 2018 Amendments to Rule 23 added email as a permissible method of notice. *See* Rule 23 Advisory Committee Notes, 2018 Amendments.

6. The Parties determined that the most practicable way to provide Notice to Potential Class Members was through mailing individual notice to Class Members by First Class U.S. Mail, and establishing a Settlement website to provide Class Members further information about the proposed Settlement, including the full Settlement Agreement and relevant pleadings. *See Id.*, §8.

7. The Class Notices, both approved by the Court on March 5, 2025, are "appropriate under the circumstances and [are] 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." *Id.*, §6.

8. More details of the Notice Plan, and how it was implemented, are described below.

NOTICE PLAN SUMMARY

9. Pursuant to Sections 2 through 5 of the Pulcra Notice Plan[3], the Parties had previously provided ECG with the names and mailing addresses for Class Members known to be account holders and ratepayers of water and/or sewer service from January 1, 2020 to the present, as well as all adult individuals who reside at a residence that receives water or sewer service from the City of Summerville, to be used by ECG to send the Class Notices via First Class U.S. Mail to all Class Members identified by the City of Summerville, Georgia, to begin within seven (7) days after the entry of the Huntsman and Mount Vernon/Trion Partial Settlement Preliminary Approval Orders and completed no later than fourteen (14) days after the entry of Huntsman and Mount Vernon/Trion Partial Settlement Preliminary Approval Orders. *Id.*, §7.

10. Pursuant to Section 7 of the Pulcra Notice Plan, if a mailing was returned as undeliverable, the Settlement Notice was sent to the individual's alternative mailing address(es) provided by the U.S. Postal Service, if any. The same procedure was implemented for the Huntsman and Mount Vernon/Trion Class Notices returned as undeliverable.

11. Pursuant to Section 8 of the Pulcra Notice Plan, on February 6, 2025, ECG activated the established settlement website, https://summervilleclasssettlement.com/, for public accessibility with the following resources available to Class Members: the Class Notice, Pleadings and Important Documents, including the Settlement Agreement and Preliminary Approval Order, as well as the contact information for Class Counsel and ECG, including a toll-free telephone

[3] *See Proposed Notice Plan for Partial Class Settlement*, "). N.D. Ga (Rome Div.) 4:21-cv-00040-TWT. (Document 758-3).

number (855) 711-2079, for Class Members to call and obtain information about the Settlement during regular business hours. By March 12, 2025, the date ECG began to send individual Class Notices via First Class U.S. Mail, the information outlined above, including the Class Notices, had been added to the established settlement website, as it pertains to the Huntsman and Mount Vernon/Trion Partial Class Settlements.

IMPLEMENTATION OF NOTICE PLAN

12. On March 12, 2025, or within 7 days after the entry of the Huntsman and Mount Vernon/Trion Partial Settlement Preliminary Approval Orders, ECG began to send individual Class Notices via First Class U.S. Mail to all Class Members identified by the City of Summerville, Georgia. Individual Class Notices mailings to all Class Members were completed on March 19, 2025, or 14 days after the entry of Huntsman and Mount Vernon/Trion Partial Settlement Preliminary Approval Orders. In total, Class Notices were mailed to 7,914 individual addresses.

13. The individual Class Notices were mailed at the same time using blue and green paper, in order to differentiate the two different settlements, Huntsman and Mount Vernon/Trion. The two notices were mailed in the same envelope.

14. Those returned by the U.S. Postal Service as undeliverable, were re-sent to the alternative address provided by the U.S. Postal Service, if any.

15. The cost of providing Class Notices totaled $40,000.00. Costs included 7,914 individual blue and green Notice mailings[4] totaling 10-pages and maintenance of the settlement website, https://summervilleclasssettlement.com/.

[4] A minimal number of Class Notices were returned to Edgar C. Gentle, III ("ECG"), and the cost of remailing was minimal.

CONCLUSION

16. The Notice Plan provides individual notice to Class Members to the extent reasonably possible. The proposed Notice Plan satisfies constitutional due process and Federal law by providing the best notice practicable under the circumstances, including giving individual notice to all Class Members who can be identified with reasonable effort.

17. The postmark deadline for Class Members to object to the settlement was April 7, 2025. As of the date of this declaration, ECG has received no objection to these settlements.

Executed on May 22, 2025.

Respectfully submitted,

Edgar C. Gentle, III
Gentle Turner & Benson, LLC
501 Riverchase Parkway East, Suite 100
Hoover, Alabama 35244
(205) 716-3000
egentle@gtandslaw.com