

EXHIBIT 1

**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 18th 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

Mount Vernon Mills, Inc.

William M. Droze
T. Matthew Bailey
Kadeisha A. West
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600 Peachtree Street, N.E. Suite 3000
Atlanta, GA 30308
william.droze@troutman.com
matthew.bailey@troutman.com
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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
kgarrison@grsm.com
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

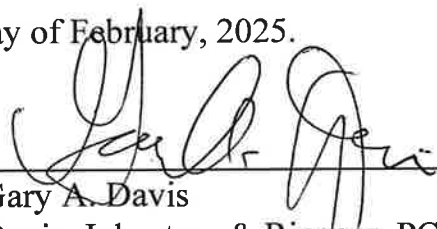
To Mount Vernon Mills:

William M. Droze
T. Matthew Bailey
Kadeisha A. West
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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
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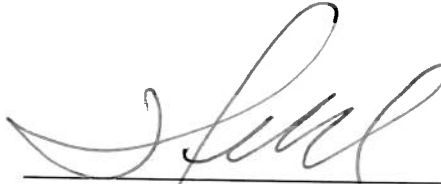
Executed and Agreed, this 18th day of February, 2025.



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

Thomas Causby
The Causby Firm
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Counsel for Plaintiffs



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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
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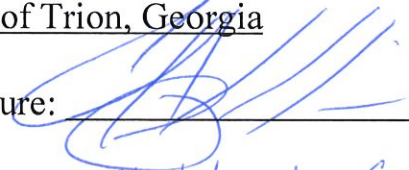
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Atlanta, GA 30308

Counsel for Mount Vernon Mills, Inc.


Town of Trion, Georgia

Signature: 

Print Name: Christopher L. Corbin

Title: Town Attorney

Acknowledged by:



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