

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK

If you drank water supplied by the Village of Hoosick Falls Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick, or owned or rented property in the Village of Hoosick Falls or the Town of Hoosick, you could get benefits from a class action settlement.

A federal court authorized this Notice. It is not a solicitation from a lawyer.

- A Settlement has been reached with Saint-Gobain Performance Plastics Corporation (“Saint-Gobain”), Honeywell International Inc. (“Honeywell”), and the 3M Company (“3M”) (the “Settling Defendants”) in a class action lawsuit about the effects of perfluorooctanoic acid (PFOA) contamination in and around Hoosick Falls.
- The Settlement includes:
 - Individuals who for a period of at least six months between 1996 and 2016, lived at a residence(s) in the Village of Hoosick Falls or the Town of Hoosick where they ingested water that was supplied by the Village Municipal Water System or from a private well in which PFOA has been detected, *and* underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L (parts per billion); *or* any natural child who was born to a female who meets and/or met the above criteria at the time of the child’s birth *and* whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L (“Medical Monitoring Settlement Class Members”);
 - Persons who are or were owners of Residential Property that was supplied with drinking water from the Village Municipal Water System, *and* who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015 (“Municipal Water Property Settlement Class Members”);
 - Persons who are or were owners or renters of Residential Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a privately owned well in which PFOA was detected, had a point-of-entry treatment (POET) system installed to filter water from that well, and who *either* owned and occupied that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015; *or* rented and occupied the property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015 (“Nuisance Settlement Class Members”); and
 - Persons who are or were owners of Residential Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, *and* who owned that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015 (“Private Well Water Property Settlement Class Members”).
- Your legal rights are affected regardless of whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can get a payment or other benefits from this Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Do not get a payment or other settlement benefits. This is the only option that allows you to be part of any other lawsuit against the Released Parties, including the Settling Defendants, for the legal claims made in this lawsuit and released by the Settlement.
OBJECT TO THE SETTLEMENT	Write to the Court with reasons why you do not agree with the Settlement.
GO TO THE FINAL APPROVAL HEARING	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get a payment or other benefits from this Settlement, and you will give up certain legal rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court overseeing this case still has to decide whether to approve the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed Settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of New York. The case is known as *Baker v. Saint-Gobain Performance Plastics Corporation*, No. 1:16-cv-917, including Nos. 1:16-cv-220, 1:16-cv-292, 1:16-cv-394, and 1:16-cv-476 (the “Action”). U.S. District Court Judge Lawrence Kahn is presiding over the Action. The people who filed the lawsuit are called Plaintiffs. The companies they sued, Saint-Gobain, Honeywell, 3M, and E.I. DuPont de Nemours and Company, are called Defendants. This Settlement is between Plaintiffs and the Settling Defendants.

2. What is this lawsuit about?

Plaintiffs claim that Saint-Gobain and Honeywell contaminated the aquifer beneath Hoosick Falls with perfluorooctanoic acid, commonly referred to as PFOA, by releasing PFOA into the environment. As a result, people living in and around the Village of Hoosick Falls and the Town of Hoosick allege that they unknowingly consumed drinking water containing PFOA and have concentrations of PFOA in their blood that are higher than average. In addition, Plaintiffs allege that the presence of PFOA has negatively impacted individuals’ ability to use and enjoy their properties, caused residents to fear the safety of their water supply, and negatively impacted property values. Plaintiffs further allege that 3M sold PFOA and/or PFOA-containing products to Saint-Gobain and Honeywell but failed to warn those companies of the dangers associated with PFOA and PFOA-containing products.

The Settling Defendants deny all of the claims made in the Action, and dispute all allegations of wrongdoing or liability against them.

PFOA is a man-made chemical historically used to manufacture products that were resistant to sticking, heat, water, stains, and grease.

3. What is a class action?

In a class action, one or more people called representative Plaintiffs (in this case, Michele Baker, Charles Carr, Angela Corbett, Pamela Forrest, Michael Hickey (individually and as parent and natural guardian of O.H., infant), Kathleen Main-Lingener, Kristin Miller (also known as Kristin Harrington) (as parent and natural guardian of K.M., infant), Jennifer Plouffe, Silvia Potter (individually and as parent and natural guardian of C.P., infant), and Daniel Schuttig) sue on behalf of people who have similar claims. Together, all these people and the Persons that they represent are called Settlement Class Members. One Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Classes.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or the Settling Defendants. Instead, the Plaintiffs and Settling Defendants agreed to a settlement. This way, they avoid the cost and burden of a trial, and eligible Settlement Class Members can get benefits more quickly. The class representative Plaintiffs and their attorneys (“Class Counsel”) think the Settlement is best for all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you fit within one or more of the four Settlement Class definitions below (unless you fall into one of the exclusions described in Section 6):

1. **Medical Monitoring Settlement Class:** all individuals who, for a period of at least six months between 1996 and 2016, have (a) ingested water at their residence(s), which was supplied by the Village Municipal Water System or from a private well in the Village of Hoosick Falls or the Town of Hoosick in which PFOA has been detected, and (b) underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L; or any natural child (i) who was born to a female who meets and/or met the above criteria at the time of the child’s birth and (ii) whose blood serum was tested after birth and detected a PFOA level above 1.86 µg/L.
2. **Municipal Water Property Settlement Class:** all Persons who are or were owners of Residential Property that was supplied with drinking water from the Village Municipal Water System, and who purchased that property on or before December 16, 2015 and owned that property as of December 16, 2015. This group, together with the Private Well Water Property Settlement Class, is also referred to as the “Property Settlement Class.”
3. **Nuisance Settlement Class:** all Persons who are or were owners or renters of Residential Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a privately owned well in which PFOA was detected, had a point-of-entry treatment (POET) system installed to filter water from that well, and who either (i) owned and occupied that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015; or (ii) rented and occupied the property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015.
4. **Private Well Water Property Settlement Class:** all Persons who are or were owners of Residential Property located in the Village of Hoosick Falls or the Town of Hoosick that was supplied with drinking water from a private well in which PFOA was detected, and who owned that property at the time PFOA in the property’s private well was discovered through a water test on or after December 16, 2015. This group, together with the Municipal Water Property Settlement Class, is also referred to as the “Property Settlement Class.”

6. Are there exceptions to being included in the Settlement?

Yes. The Settlement does not include (i) anyone who timely and validly requests to be excluded from the Settlement (see Question 18), (ii) anyone who previously filed a claim against any Settling Defendant alleging a PFOA-related injury or illness, including a spousal derivative claim, or seeking medical monitoring or property damages, related to the presence of PFOA in the Village Municipal Water System, in private wells in the Village of Hoosick Falls or the Town of Hoosick, on or at their property, or in their blood, in a lawsuit (other than this lawsuit) that has not been dismissed or does not have a request to dismiss pursuant to Fed. R. Civ. P. 41(a)(2) pending as of 30 days prior to the Final Approval Hearing, (iii) the Settling Defendants, any entity or division in which the Settling Defendants have a controlling interest, their legal representatives in this lawsuit, and their officers, directors, assigns and successors, (iv) the judge to whom this lawsuit is assigned, any member of the judge's immediate family and the judge's staff, or any other judicial officer or judicial staff member assigned to this case, (v) Class Counsel, including their partners, members, and shareholders, and any immediate family members, (vi) any State, the United States, or any of its agencies, and (vii) the Village of Hoosick Falls and the Town of Hoosick.

7. I am still not sure if I am included.

If you are still not sure whether you are included, you can call 1-855-786-0992 or visit www.hoosickfallspfoasettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settling Defendants have agreed to pay \$65,250,000 into a Settlement Fund. After deducting attorneys' fees and costs, the class representatives' service awards, and the costs of notice and administration, the balance of the fund will be allocated among the Property Settlement Class (\$20,700,000) and Nuisance Settlement Class (\$7,761,683), and the Medical Monitoring Program (\$22,800,000).

9. How much will the Property Settlement Class payments be?

The full market values of all Eligible Properties as determined by the 2015 County Assessment Roll will be totaled and used as the denominator of a fraction. The full market value of the Settlement Class Member's Eligible Property will be the numerator of this fraction. The fraction will be multiplied by \$20,700,000 to determine the amount due to the Property Settlement Class Member or Members who owned the Eligible Property as of December 15, 2016.

Payment = (Market value of Settlement Class Member's Eligible Property x \$20,700,000) / Total market value of all Eligible Properties

An Eligible Property is a Residential Property that either (1) one or more Municipal Water Property Settlement Class Members demonstrates that he/she owned as of December 16, 2015, and obtained its drinking water from the Village Municipal Water System; or (2) one or more Private Well Property Settlement Class Members demonstrates that he/she owned as of December 16, 2015, that is located in the Village of Hoosick Falls or the Town of Hoosick, and obtained its drinking water from a private well with detectable levels of PFOA discovered through a water test on or after December 16, 2015.

10. How much will the Nuisance Settlement Class payments be?

Nuisance payment amounts will be calculated by dividing the total number of valid Nuisance claims from Settlement Class Members by the Settlement amount allocated for the Nuisance Settlement Class (\$7,761,683). Payments will be distributed evenly among all eligible Nuisance Settlement Class Members who submit a valid Claim Form.

11. Tell me more about the Medical Monitoring Program.

The Medical Monitoring Allocation will be used to pay all expenses related to medical monitoring, including payments to Participating and Non-Participating Physicians, the Overseeing Program Physician, laboratories, and all Medical Monitoring Administration Costs. The Medical Monitoring Program will begin after the Settlement becomes final and will end on the earlier of (a) when the \$22,800,000 Medical Monitoring Allocation has been fully used; or (b) when all bills incurred on or before the ten-year anniversary of the date the Settlement becomes final are paid. Complete details about the testing and services protocols covered by the Medical Monitoring Program are attached to the Class Settlement Agreement as Appendix A.

Medical Monitoring Settlement Class Members who complete both the Initial Informational Survey and the Initial Screening Consultation within 12 months of the date the Settlement becomes final will receive a \$100 (maximum) incentive payment. If money remains in the allocation at the end of the Medical Monitoring Program, additional payment may be made to Medical Monitoring Settlement Class Members who have participated in all services available to them and under certain circumstances may also be paid as a contribution to a not-for-profit organization that focuses on the health and well-being of residents in or around the Town of Hoosick.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I get a payment and participate in the Medical Monitoring Program?

To qualify for a Settlement payment and/or participate in the Medical Monitoring Program, you must complete and submit a Claim Form by **January 24, 2022**. You may use the Claim Form enclosed with this Notice and return it in the pre-paid postage envelope, complete and submit a Claim Form online at www.hoosickfallspfoasettlement.com, or email a completed Claim Form to info@HoosickFallsPFOASettlement.com. Claim Forms are also available by calling 1-855-786-0992 or by writing to *Baker v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43502, Providence, RI 02940-3502.

13. When will I get my payment and when will the Medical Monitoring Program begin?

The Court will hold a Final Approval Hearing at 11:00 a.m. on February 2, 2022 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed, and the Medical Monitoring Program will begin, as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

14. What am I giving up to get a payment or stay in the Settlement?

Unless you exclude yourself, you are staying in the Settlement. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You won't be able to sue or be part of any other lawsuit against the Settling Defendants and the Released Parties (see next question) about the legal issues resolved by this Settlement. The rights you are giving up are called Released Claims.

15. What are the Released Claims?

If the Settlement is approved and becomes final, Settlement Class Members will have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, relinquished, waived, compromised, settled, and discharged the Released Parties (Settling Defendants and their current, former, and future direct and indirect parents, subsidiaries, divisions, affiliates, affiliated business entities, joint ventures, successors, predecessors, including Dyneon, LLC, Allied-Signal Inc., AlliedSignal Laminate Systems, Inc., Furon Company, and any entity identified as a predecessor to any Settling Defendant in the Second Amended Complaint or for which the Second Amended Complaint alleges that any Settling Defendant has succeeded to liability on the basis of any legal theory; and all of their current, former, and future agents, employees, officers, directors, partners, shareholders, owners, members, promoters, representatives, distributors, trustees, attorneys, insurers, subrogees, and assigns, individually or in their corporate or personal capacity, and anyone acting on their behalf, including in a representative or derivative capacity) from each and every past, present, and future claim and cause of action, including causes of action and relief created or enacted in the future—whether known or unknown, whether direct or indirect, individual or class, in constitutional, federal, state, local, statutory, civil, or common law or in equity, or based on any other law, rule, regulation, ordinance, directive, contract, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, or for compensatory damages, consequential damages, incidental damages, statutory damages, punitive, special, multiple, treble, or exemplary damages, nominal damages, disgorgement, restitution, indemnity, contribution, penalties, injunctive relief, declaratory relief, attorneys' fees, court costs, or expenses—that were or could have been asserted in the Action or any other forum, arising out of or related to, either directly or indirectly or in whole or in part: (i) the subject matter of any allegations contained in the Second Amended Complaint, any allegations otherwise asserted in the Action, or the subject matter of any discovery obtained in the Action; (ii) the alleged presence of PFAS (including PFOA) in drinking water or the environment (including, for example, air, groundwater, surface water, municipal water, private well water, or soil) within the Village of Hoosick Falls or the Town of Hoosick; (iii) the sale, purchase, use, handling, transportation, release, discharge, migration, emission, spillage, or disposal of PFAS (including PFOA) to, at, or from a Facility in or near the Village of Hoosick Falls or the Town of Hoosick, including any such PFAS (including PFOA) present as a result of disposal at or discharge to, directly or indirectly, any landfill, sewage system, water treatment facility, or any other location in and around the Village of Hoosick Falls or the Town of Hoosick, and/or resulting in any alleged exposure of any Settlement Class Member to PFAS (including PFOA) through drinking water, inhalation, dermal contact, or otherwise; (iv) for any type of relief with respect to the acquisition, installation, maintenance, operation, or presence of, including the cost or purported inconvenience or loss of enjoyment of, property associated with whole-house filters, point-of-entry (POET) filters, point-of-use filters, municipal water, private well water, bottled water, alternative water supplies, or remediation; (v) for property damage or property-value diminution, including without limitation stigma, purportedly attributable to the alleged presence of PFAS (including PFOA) in the Village Municipal Water System or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around the Village of Hoosick Falls or the Town of Hoosick; and/or (vi) based on PFAS (including PFOA) in the blood or tissue of any Settlement Class Member.

The Released Claims do not include any individual claims for any damages (including for screenings, tests, examinations, and/or diagnostic procedures) related to past, present, or future manifested bodily injuries that have resulted in a medically diagnosed condition, or to enforce the terms of the Class Settlement Agreement or the Final Approval Order. "Manifested bodily injuries that have resulted in a medically diagnosed condition" do not include the detection or accumulation of PFAS (including PFOA) in blood or other bodily tissue.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Stephen G. Schwarz and Hadley L. Matarazzo of Faraci Lange, LLP, James J. Bilborrow of Seeger Weiss LLP, and Robin L. Greenwald of Weitz & Luxenberg, P.C. as “Class Counsel” to represent you and other Settlement Class Members. These lawyers and their firms are experienced in handling similar cases. 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.

17. How will Class Counsel be paid?

Class Counsel will ask the Court for an award of attorneys’ fees of up to 19% of the Settlement Fund (up to \$12,397,500), plus reimbursement of reasonable litigation costs. They will also ask the Court to approve \$25,000 service awards to be paid to each of the class representative Plaintiffs (a total payment of \$250,000). The Court may award less than these amounts. If approved, these fees, costs, and awards will be paid from the Settlement Fund before making payments and the Medical Monitoring Program available to Settlement Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating (1) you want to be excluded from *Baker v. Saint-Gobain Performance Plastics Corporation*, No. 1:16-cv-917 (N.D.N.Y.), (2) your full name, current address, and telephone number, (3) facts that prove you are a Settlement Class Member, and (4) your signature. You must mail your exclusion request postmarked no later than **December 9, 2021** to:

Baker v. Saint-Gobain Performance Plastics Corporation
Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

The Settling Defendants have the right to terminate the Settlement if an undisclosed number of Class Members choose to exclude themselves from the Settlement. If this occurs, the Settlement will be terminated, and no class member will receive any benefits.

19. If I exclude myself, can I still get a payment or other benefits from the Settlement?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You can get a payment and/or participate in the Medical Monitoring Program only if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Settling Defendants for the same thing later?

No. If you stay in the Settlement (*i.e.*, do nothing or do not exclude yourself), you give up any right to separately sue any of the Released Parties, including the Settling Defendants, for the claims made in this lawsuit and released by the Class Settlement Agreement. If you are a Property Settlement Class Member and you submit a timely and valid exclusion request for a Residential Property that you own jointly with one or more other Settlement Class Members, all Settlement Class Members owning the property will be considered to have submitted a timely and valid exclusion request.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

21. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not agree with it or a portion of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Your objection must include: (1) your full name, current address, and telephone number; (2) a statement of facts that indicate you are a Settlement Class Member; (3) a statement of your objections and the reasons for them; (4) copies of any papers and evidence you intend to submit to support your objection; (5) a statement indicating whether you plan to appear at the Final Approval Hearing; (6) a statement indicating that you are willing to be deposed, upon request, on a mutually acceptable date at least 10 days before the Final Approval Hearing; (7) a list containing the case name, court, and docket number of any other class action settlements in which you or your counsel have filed an objection in the past five years, and a copy of all orders related to or ruling upon those objections; (8) all written and verbal agreements between you, your counsel or any other person related to your objection; and (9) your signature.

Your objection must be mailed to Class Counsel and Defense Counsel so it is postmarked no later than **December 9, 2021**.

Class Counsel	Defense Counsel
James J. Bilsborrow Seeger Weiss LLP 55 Challenger Road Ridgefield Park, NJ 07660	Douglas Fleming Dechert LLP 1095 6th Ave. New York, NY 10036 Elissa Preheim Arnold & Porter 601 Massachusetts Ave., NW Washington, DC 20001 Andrew J. Calica Mayer Brown LLP 1221 Avenue of the Americas New York, NY 10020

22. May I come to Court to speak about my objection?

Yes. You or your attorney may request to speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing.

23. What is the difference between objecting to the Settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you remain in the Settlement Class (that is, do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you cannot object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing at 11:00 a.m. on February 2, 2022, at the United States District Court for the Northern District of New York, James T. Foley Courthouse, Suite 509, 445 Broadway, Albany, NY 12207. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the class representative Plaintiffs' service awards. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing (see Question 22 above). After the hearing, the Court will decide whether to approve the Settlement.

25. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing 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 required that you do so.

26. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 22 above).

IF YOU DO NOTHING

27. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up the rights explained in Question 14, including your right to start a lawsuit or be part of any other lawsuit against the Released Parties, including the Settling Defendants, about the legal issues resolved by this Settlement. In addition, you will not receive a payment from the Settlement or be eligible to participate in the Medical Monitoring Program.

GETTING MORE INFORMATION

28. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Class Settlement Agreement. The Settlement Agreement and other documents are available at www.hoosickfallsppoasettlement.com. Additional information is also available by calling 1-855-786-0992 or by writing to *Baker v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43502, Providence, RI 02940-3502. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Northern District of New York or reviewing the Court's online docket.