

If you owned, occupied, or used land or bodies of water in Morgan, Lawrence, Franklin, Limestone, Colbert, or Lauderdale Counties, you will be affected by a class action settlement.

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

- A settlement has been reached with 3M Company, Daikin America, Inc., Dyneon, LLC, Synagro WWT, Inc., Synagro South, LLC, Toray Fluorofibers (America), Inc., BFI Waste Systems of Alabama, LLC, BFI Waste Systems of North America, LLC, The City of Decatur, Alabama, and Morgan County, Alabama (“Defendants”), in a class action lawsuit about whether Defendants polluted the Tennessee River and nearby soil, groundwater, surface water, sediment, air, and fish by discharging certain per- and polyfluoroalkyl substances (“PFAS”), including perfluorooctanoic acid (“PFOA”) and perfluorooctanesulfonate (“PFOS”).
- You will be included in this settlement if you owned, occupied, otherwise had an ownership or possessory interest in, resided at, maintained a business of any kind at, worked at, or recreated on any real property (including the Tennessee River, its tributaries, and all other bodies of water) located in Morgan County, Lawrence County, Franklin County, Limestone County, Colbert County, or Lauderdale County, Alabama.
- Your rights are affected whether you act or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM DEADLINE: MAY 5, 2022</b>	If you are a Sludge Application Settlement Subclass Member as defined in Question 5 below, you must timely submit a Claim Form or you will receive no payment.
<b>ASK TO BE EXCLUDED DEADLINE: MARCH 17, 2022</b>	Except as explained in Question 11 below, this is the only option that allows you to sue, continue to sue, or be part of another lawsuit against any of the Defendants related to the claims for monetary relief (including damages) this settlement resolves. However, you cannot be excluded from the release of equitable claims (for instance, those seeking declaratory and injunctive relief including remediation and monitoring of sites, soils, basins, ponds, groundwater, and fish).
<b>OBJECT TO THE SETTLEMENT DEADLINE: MARCH 17, 2022</b>	You may object to the settlement by writing to the Court about why you don’t like the settlement. If you object and you are a Sludge Application Settlement Subclass Member, you may also file a claim for a payment.
<b>GO TO A HEARING ON APRIL 21, 2022</b>	You may object to the settlement and ask the Court for permission to speak at the Fairness Hearing about your objection.
<b>DO NOTHING</b>	If you do nothing, you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the claims resolved and released by this settlement, except as explained in Question 11 below.

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

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed settlement of 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, and who can get them.

The Honorable Glenn Thompson, presiding by appointment as a Special Circuit Judge of the Circuit Court of Morgan County, Alabama, is overseeing this class action. The case is known as *James St. John, Jr. v. 3M Company*, Case No. CV-02-000408 (the “Litigation”). The people and entities that filed this lawsuit are called the “Plaintiffs” and the entities they sued, 3M Company, Daikin America, Inc., Dyneon, LLC, Synagro WWT, Inc., Synagro South, LLC, Toray Fluorofibers (America), Inc., BFI Waste Systems of Alabama, LLC, BFI Waste Systems of North America, LLC, The City of Decatur, Alabama, and Morgan County, Alabama, are called the “Defendants.”

## **2. What is this lawsuit about?**

The Plaintiffs allege that the Defendants polluted the Tennessee River and the soil, groundwater, surface water, sediment, air, and fish by discharging certain PFAS, including PFOA and PFOS, into the Tennessee River and the surrounding areas. The Defendants deny all of the claims made in the lawsuit.

## **3. What is a class action?**

In a class action, one or more people or entities called “Class Representatives” (in this case, John Scherff, Kimberly Scherff, Darden Bridgeforth & Sons Land Company, and G.T. Hamilton) sue on behalf of other people and entities with similar claims. Together, the people and entities included in the class action are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## **4. Why is there a settlement?**

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants agreed to a settlement. This way, they avoid the cost and burden of a trial, and the people and entities affected can get benefits. The Class Representatives and their attorneys think the settlement is best for all Class Members.

### **WHO IS INCLUDED IN THE SETTLEMENT**

## **5. How do I know whether I am part of the settlement?**

The settlement defines “Class Members” as “all Persons that have owned, occupied, otherwise had an ownership or possessory interest (including through a lease, easement, or joint or common tenancy) in, resided at, maintained a business of any kind at, worked at, or recreated on any real property (including the Tennessee River, its tributaries, and all other bodies of water) located in Morgan County, Lawrence County, Franklin County, Limestone County, Colbert County, or Lauderdale County, Alabama at any time between April 21, 2003, and December 17, 2021.”

The settlement also includes a “Subclass” defined below.

**Sludge Application Settlement Subclass:** All Class Members that, as of December 17, 2021 own, occupy, or have an ownership or possessory interest (including through a lease, easement, or joint or common tenancy) in real property in Morgan County, Lawrence County, Franklin County, or Limestone County, Alabama on which biosolids containing PFAS compounds were applied at any time.

## **6. Are there exceptions to being included?**

Yes. The settlement does not include the Defendants, counsel for any of the parties, or the Judge to whom this case is assigned. Also, the Sludge Application Settlement Subclass does not include all persons or entities that properly execute and timely file a request for exclusion.

### **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

## **7. What does the settlement provide?**

The settlement provides two forms of relief:

First, Class Members will receive equitable relief in the form of the Court requiring Defendants (except Synagro WWT, Inc., and Synagro South, LLC) to provide certain investigation, remediation, and monitoring of sites, soils, basins, ponds, groundwater, and fish. More details about the equitable relief are described in Question 2 of the Class Settlement Agreement, available at [www.StJohnSettlement.com](http://www.StJohnSettlement.com).

Second, Sludge Application Settlement Subclass Members will receive monetary compensation. Defendants (except BFI Waste Systems of Alabama, LLC, BFI Waste Systems of North America, LLC, Dyneon, LLC, the City of Decatur, and Morgan County, Alabama) have agreed to pay \$5,000,000 (minus \$1,000 for every acre subject to a timely and valid Opt-Out request by a Sludge Application Settlement Subclass Member) to create a Sludge Application Settlement Fund. After deducting the costs of administration, the net Sludge Application Settlement Fund will be used to make payments to Sludge Application Settlement Subclass Members who submit valid Claim Forms.

Class Members will not receive monetary compensation unless they are also Sludge Application Settlement Subclass Members.

#### **8. I am a Sludge Application Settlement Subclass Member. How much will my payment be?**

Payment amounts will be calculated and distributed *pro rata* (proportionally) based on the total number of relevant acres currently (as of December 17, 2021) owned or possessed by Sludge Application Settlement Subclass Members who submit a valid Claim Form, provided, however, that to the extent that more than one Sludge Application Settlement Subclass Member submits a timely and valid claim for the same property, said claimant payment shall be divided among those claimants as follows: (i) if all such claimants are title owners, each shall receive an equal share of the payment; (ii) if all such claimants are not title owners, each shall receive an equal share of the payment; and (iii) if at least one such claimant is a title owner and at least one such claimant is not a title owner, seventy-five percent of the claimant payment will go to the title owner (or in equal shares to the title owners), and twenty-five percent of the claimant payment will go to the non-title owner (or in equal shares to the non-title owners).

If the Sludge Application Settlement Fund is not completely expended after all valid claims are paid, the Parties will attempt to reach an agreement on how to distribute the remaining funds. If the Parties are unable to reach agreement, the Court will determine how to distribute the remainder.

### **HOW TO GET A SETTLEMENT PAYMENT—SUBMITTING A CLAIM FORM**

#### **9. How do I get a payment from the settlement?**

If you are a Sludge Application Settlement Subclass Member, you must complete and submit a Claim Form by **May 5, 2022**. Claim Forms may be submitted online at [www.StJohnSettlement.com](http://www.StJohnSettlement.com) or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-890-6718, or by writing to the Settlement Administrator, *St. John v. 3M Company* Settlement Administrator, P.O. Box 43502, Providence, RI 02940-3502.

#### **10. When would I get my settlement payment?**

The Court will hold a hearing on April 21, 2022, to decide whether to grant final approval to the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the settlement and after any appeals are resolved.

#### **11. What rights am I giving up if I stay in the Class and/or Sludge Application Settlement Subclass?**

Unless you exclude yourself, you are staying in the Class and/or the Sludge Application Settlement Subclass. 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, continue to sue, or be part of any other lawsuit against any of the Defendants or the Released Parties (*see* next question) about the claims and rights resolved and released by this settlement, except to the limited extent that you participate in the settlement of an action involving persons who received water from the West-Morgan East-Lawrence Water Authority pending in the United States District Court for the Northern District of Alabama and captioned *Lindsey, et al. v. 3M Company, et al.* ("*Lindsey* settlement"). The claims and rights you are giving up are called Released Claims. As explained in Question 12, you cannot exclude yourself from the settlement and release of claims for equitable relief, and you will give up those claims if the settlement is approved by the Court.

#### **12. What are the Released Claims?**

**Released Claims:** If and when the settlement becomes final, Class Members will release and forever discharge Defendants from each and every claim, demand, right, and cause of action of any kind for any type of relief (including but not limited to compensatory damages, mental-anguish damages, property damages, consequential damages,

incidental damages, statutory damages, punitive or exemplary damages, disgorgement, restitution, penalties, injunctive relief, declaratory relief, attorneys' fees, court costs, and expenses)—except the two types of claims discussed below—that the Class Members have or could have asserted against the Released Parties arising out of or relating in any way to the presence of or exposure to PFAS (i) in the Tennessee River or its tributaries, in Morgan County, Lawrence County, Franklin County, Limestone County, Colbert County, or Lauderdale County, Alabama, (ii) from or at sites owned or operated by the Defendants, or (iii) in the soil, groundwater, surface water, pore water, drinking water, well water, waste water, treated water, sludge, sediment, air, and/or fish or other biota, or any other environmental media, whether asserted or not, accrued or not, known or not, matured or not, contingent or not, manifested or not, patent or latent, open or concealed, or past, present, or future (“Released Claims”). Released Claims include all claims, including those for future damages, arising out of any release of PFAS into the environment as a result of the past or continuing operations of the Defendants or the remediation efforts that are in compliance with the Interim Consent Decree issued by the Alabama Department of Environmental Management and the settlement. Excluded from the definition of Released Claims are claims for concrete, independent harms caused by future conduct that is not related to the following: (a) the prior release, disposal, or use of PFAS, (b) the ordinary course of future operations of the Defendants, or (c) the obligations imposed on the Defendants in the Interim Consent Decree and the settlement.

**Two Types of Claims Excepted from the Release:** The two types of claims specifically excepted from the definition of Released Claims are: (1) claims for manifest personal injury to a Class Member beyond the presence of PFAS in their body; and (2) claims for monetary relief (for instance, claims you have for monetary damages) by Class Members (including Sludge Application Settlement Class Members) that exclude themselves from the settlement of those claims.

In other words, *unless you exclude yourself from the settlement of claims for monetary relief not involving manifest personal injury, those claims will be released and you will be prevented from suing Defendants again in the future for those claims.* You cannot exclude yourself from the settlement and release of claims for equitable relief.

More details about the claims you will be releasing are described in Question 4 of the Class Settlement Agreement, available at [www.StJohnSettlement.com](http://www.StJohnSettlement.com). If too many persons opt out of the settlement, the Defendants retain the right to withdraw from the entire settlement.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes. Judge Thompson appointed the law firms of Hare, Wynn, Newell & Newton, LLP, and Alexander, Corder & Shelly, P.C., to represent you and other Class Members as “Class Counsel” and “Sludge Application Settlement Subclass Counsel.” These law firms and their lawyers 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.

### 14. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and expenses of up to \$51,000,000. Counsel may ask for, or the Court may award, less than these amounts. If approved, attorneys' fees and expenses will be paid by Defendants and will not be deducted from the Sludge Application Settlement Fund. A Petition for Approval of Fees and Expenses will be filed no later than January 14, 2022 and will be posted on the settlement website for Class Members to review.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants or the Released Parties about the claims for monetary relief that are being released in the settlement if it is finally approved, you must take steps to get out of the settlement. This is called excluding yourself from or opting out of the settlement. As noted, this would not prevent you from participating in the *Lindsey* settlement.

### 15. How do I get out of the settlement?

You may exclude yourself from the settlement only with respect to the claims for monetary relief being settled and released. You may not exclude yourself from the settlement and release of claims for declaratory and injunctive relief (for instance, for remediation and monitoring of sites, soils, basins, ponds, groundwater, and fish).

To exclude yourself from the settlement of claims for monetary relief (including damages), you must submit a written request for exclusion. Your request for exclusion must include: (1) your name, current address, and telephone number; (2) a statement of the facts that make you a Class Member (and, if applicable, a Sludge Application Settlement Subclass Member); (3) a statement requesting exclusion from the Class or Sludge Application Settlement Subclass as certified under Rule 23(b)(3); and (4) your signature. Your Opt-Out request for exclusion must be mailed to the Settlement Administrator at the address below so it is postmarked by **March 17, 2022**:

*St. John v. 3M Company* Settlement Administrator  
P.O. Box 43502  
Providence, RI 02940-3502

**16. If I exclude myself, can I still get a payment from this 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 only if you stay in the settlement, are a Sludge Application Settlement Subclass Member, and submit a valid Claim Form.

**17. If I do not exclude myself, can I sue the Defendants for the same legal claims later?**

Unless you exclude yourself, you are giving up the right to sue the Defendants and the Released Parties for the claims that this settlement resolves and releases. You must exclude yourself from *this* Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties, except to the extent you participate in the *Lindsey* settlement. Again, you can exclude yourself from the settlement of claims for monetary relief (for instance, claims you may have for money damages) but you cannot exclude yourself from the settlement of claims for equitable relief (for instance, those seeking declaratory and injunctive relief including investigation, remediation, and monitoring of sites, soils, basins, ponds, groundwater, and fish). This means that you can exclude yourself from giving up the Released Claims affecting claims for monetary relief but you cannot exclude yourself from giving up the Released Claims affecting claims for equitable relief. Any exclusion request will be honored to the fullest extent possible under the terms of the Class Settlement Agreement and subject to any rulings by the Court.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court if you don't agree with the settlement or any part of it.

**18. How do I tell the Court that I do not like the settlement?**

If you are a Class Member, you can object to the settlement if you do not like 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 name, current address, and telephone number; (2) a statement of the facts that make you a Class Member; (3) a statement describing all of your challenges to the settlement and the reasons for those objections; (4) all of the papers and evidence you intend to submit in support of those challenges; (5) a statement of whether you intend to appear and speak at the Fairness Hearing; (6) your signature; (7) three dates at least ten days before the Fairness Hearing on which you will be available to be deposed by lawyers for the Parties; (8) the caption of each case in which you or your lawyer has objected to a class action settlement within the five years preceding the date of the filing of the objection in this case and a copy of all orders related to or ruling upon those objections; and (9) all agreements that relate to the objection in this case or the process of objecting, whether written or verbal, between or among you, your lawyer, and/or any other person or entity.

Your written objection must be filed with the Court by **March 17, 2022** and mailed to Class Counsel and counsel for Defendants at the following addresses:

<b>Court</b>
Chris Priest, Clerk of the Court Circuit Court of Morgan County, Alabama 302 Lee St. NE, 4th floor Decatur, AL 35601

<b>Class Counsel</b>	<b>3M's Counsel</b>	<b>DAI's Counsel</b>
D. Leon Ashford Hare, Wynn, Newell & Newton, LLP 2025 3rd Avenue North, Suite 800 Birmingham, AL 35203	M. Christian King Lightfoot, Franklin & White LLC 400 20th Street North Birmingham, AL 35203	Christopher L. Yeilding Balch & Bingham LLP 1901 6th Avenue North, Suite 1500 Birmingham, AL 35203
<b>Toray's Counsel</b>	<b>Morgan County and City of Decatur's Counsel</b>	<b>Synargo's Counsel</b>
E. Britton Monroe Lloyd, Gray, Whitehead & Monroe 880 Montclair Road, Suite 100 Birmingham, AL 35213	Barnes F. Lovelace Jr. Harris, Caddell & Shanks, P.C. 214 Johnston Street, S.E. Decatur, AL 35601	J. Alan Truitt Kazmarek Mowrey Cloud Laseter LLP 1914 4th Avenue North, Suite 400 Birmingham, AL 35203
<b>BFI's Counsel</b>		
William G. Beck Lathrop GPM LLP 2345 Grand Boulevard, Suite 2200 Kansas City, MO 64108-2618  John W. Scott Scott Dukes & Geisler, PC 211 22nd Street North Birmingham, AL 35203		

### **19. May I come to Court to speak about my objection?**

Yes. You or your attorney may speak at the Fairness 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 Fairness Hearing.

### **20. 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. Excluding yourself is telling the Court that you don't want to be part of the settlement.

## **THE COURT'S FAIRNESS 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.

### **21. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Fairness Hearing at 1:30 p.m. on April 21, 2022 in Courtroom 444 at the Morgan County Courthouse, 302 Lee St., NE, 4th floor, Decatur, AL 35601. 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. If there are objections, the Court will consider them. Judge Thompson will listen to people who have asked to speak at the hearing (*see* Question 19 above). After the hearing, the Court will decide whether to approve the settlement.

**22. Do I have to come to the hearing?**

No. Class Counsel will answer any questions Judge Thompson 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 necessary.

**23. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing (*see* Question 19 above).

**IF YOU DO NOTHING**

**24. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will give up the rights explained in Question 11, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Parties about the claims resolved and released by this settlement other than participation in the *Lindsey* settlement. If you are a Sludge Application Settlement Subclass Member and do not submit a Claim, you will not receive a payment from the settlement.

**GETTING MORE INFORMATION**

**25. How do I get more information?**

This Notice summarizes the proposed settlement. Complete details are provided in the Class Settlement Agreement. The Class Settlement Agreement and other related documents are available at [www.StJohnSettlement.com](http://www.StJohnSettlement.com). Additional information is also available by calling 1-888-890-6718, or by writing to *St. John v. 3M Company* 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 Circuit Court of Morgan County, Alabama, or reviewing the Court's online docket.