

NEW YORK STATE SUPREME COURT, COUNTY OF RENSSELAER

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

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

- A settlement has been reached with Tonoga, Inc. (doing business as Taconic) (“Defendant”) in a class action lawsuit about the effects of perfluorooctanoic acid (PFOA) contamination in the Town of Petersburg.
- The Settlement includes:
 - Individuals who ingested water at a property that was supplied by the Town Public Water System or from a private well in the Town of Petersburg in which PFOA has been detected *and* underwent blood serum tests that detected a PFOA level in their blood above 1.86 µg/L; *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 real property who obtain or obtained their drinking water from the Town Public Water System *and* who purchased that property on or before February 20, 2016 (“Town Water Property Damage Class Members”);
 - Persons who are or were owners of real property located in the Town of Petersburg within a seven mile radius of Defendant’s Facility *and* who obtained their drinking water from a privately owned well contaminated with PFOA *and* owned that property at or around February 20, 2016 when the contamination was discovered (“Private Well Property Damage Class”); and
 - Persons who are or were owners or renters of real property located in the Town of Petersburg within a seven mile radius of the Defendant’s Facility *and* who obtain or obtained their drinking water from a privately owned well contaminated with PFOA *and* occupied that property at or around February 20, 2016 when the contamination was discovered (“Private Well Nuisance Class Members”).
- Your legal rights are affected regardless of whether you act or do not 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 Defendant, 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 New York State Supreme Court, Rensselaer County. The case is known as *Burdick, et al. v. Tonoga, Inc. (d/b/a Taconic)*, Index No. 00253835 (the “Action”). The Honorable Patrick J. McGrath is presiding over the Action. The people who filed the lawsuit are called Plaintiffs. The company they sued, Tonoga, Inc. (d/b/a Taconic), is called the Defendant.

2. What is this lawsuit about?

Plaintiffs claim that Defendant owns a facility in the Town of Petersburg that released perfluorooctanoic acid, commonly referred to as PFOA, and contaminated the Town Public Water System and private wells. As a result, people living in the Town of Petersburg 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, increased the risk of exposed residents to developing certain illnesses, requiring them to be closely monitored for such conditions, and negatively impacted property values.

The Defendant denies all of the claims made in the Action and disputes all allegations of wrongdoing or liability.

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, Jay Burdick, Connie Plouffe, Emily Marpe, as parent and natural guardian of E.Y., an infant, and G.Y., an infant, Jacqueline Monette, William Sharpe, Edward Perrotti-Sousis, Mark Denué, and Megan Dunn) sue on behalf of people who have similar claims. Together, all these people and the Persons 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 Defendant. Instead, the Plaintiffs and Defendant 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 Question 6):

1. Medical Monitoring Settlement Class: all individuals who have: (a) ingested water at a property that was supplied by the Town Public Water System or from a private well in the Town of Petersburg 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. This group is also referred to as the "PFOA Invasion Injury Class."
2. Town Water Property Damage Class: all Persons who are or were owners of real property and who obtain or obtained their drinking water from the Town Public Water System and who purchased their property on or before February 20, 2016. This group, together with the Private Well Property Damage Class, is also referred to as the "Property Settlement Class."
3. Private Well Property Damage Class: all Persons who are or were owners of real property located in the Town of Petersburg within a seven (7) mile radius of Defendant's Facility and who: (i) obtain or obtained their drinking water from a privately owned well contaminated with PFOA; and (ii) owned that property at or around February 20, 2016 when the contamination was discovered. This group, together with the Town Water Property Damage Class, is also referred to as the "Property Settlement Class."
4. Private Well Nuisance Class: all Persons who are or were owners or renters of real property located in the Town of Petersburg within a seven (7) mile radius of the Defendant's Facility and who: (i) obtain or obtained their drinking water from a privately owned well contaminated with PFOA; and (ii) occupied that property at or around February 20, 2016 at the time the contamination was discovered.

The Town Water Property Damage Class and Private Well Property Damage Class do NOT include any real property located within the Town of Petersburg that, as of February 20, 2016, was owned by Taconic (the "Taconic Properties"). In addition, owners (but not renters) of the Taconic Properties are excluded from the Private Well Nuisance 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) any Person who has previously filed a claim against Defendant alleging a PFOA-related injury or illness, including without limitation a spousal derivative claim, or seeking medical monitoring, nuisance, or property damages, related to the presence of PFOA in the Town Public Water System, in private wells in the Town of Petersburg, on or at their property, and/or in their blood, except for the Action, that, as of thirty (30) days prior to the Final Approval Hearing: (a) has not been dismissed and/or a request to dismiss the claim pursuant

to N.Y. CPLR § 3217(b) or Fed. R. Civ. P. 41(a)(2) is not pending; or (b) such Person has not filed an amended complaint or a motion for leave to file an amended complaint that does not assert against Defendant a nuisance claim, a request for medical monitoring relief, or property damages related to the presence of PFOA in the Town Public Water System, in private wells in the Town of Petersburg, on or at their property, and/or in their blood; (iii) the Defendant, any entity or division in which the Defendant has a controlling interest, its legal representatives in this Action, and its officers, directors, assigns and successors; (iv) the judge to whom this Action 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) any Class Counsel, including their partners, members, and shareholders, and any immediate family members of Class Counsel; (vi) any State, including without limitation the United States, or any of its agencies; and (vii) the Town of Petersburg.

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

If you are still not sure whether you are included, you can call 1-888-876-0855 or visit www.petersburghpfoasettlement.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Defendant has agreed to pay \$23,464,362 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 (\$4,410,000) and Private Well Nuisance Class (\$4,031,250), and the Medical Monitoring Program (\$8,550,000).

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 for the Town of Petersburg will be totaled and used as the denominator of a fraction. The full market value of the Settlement Class Member's Eligible Property on the 2015 Tax Roll will be the numerator of this fraction. The fraction will be multiplied by \$4,410,000 to determine the amount due to the Property Settlement Class Member or Members who owned the Eligible Property as of February 20, 2016.

Payment = (2015 Market value of Settlement Class Member's Eligible Property / Total 2015 market value of all Eligible Properties) x \$4,410,000

An Eligible Property is any real property that either: (1) one or more Town Water Property Damage Class Members demonstrates that they owned as of February 20, 2016, and that the property obtained its drinking water from the Town Public Water System; or (2) one or more Private Well Property Damage Class Members demonstrates that they owned and occupied at or around February 20, 2016 when the contamination was discovered, and that is located in the Town of Petersburg, and obtained their drinking water from a private well contaminated with PFOA.

10. How much will the Private Well Nuisance 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 Private Well Nuisance Class (\$4,031,250). Payments will be distributed evenly among all eligible Private Well Nuisance 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, 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 \$8,550,000 Medical Monitoring Allocation has been fully used; or (b) when all bills for services under the Medical Monitoring Program incurred on or before the fifteen-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 Petersburg that serves the Town of Petersburg community.

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 **April 4, 2022**. You may use the Claim Form enclosed with this Notice and return it in the postage pre-paid envelope, complete and submit a Claim Form online at www.petersburghpfoasettlement.com, or email a completed Claim Form to info@petersburghpfoasettlement.com. Claim Forms are also available by calling 1-888-876-0855 or by writing to *Burdick, et al. v. Tonoga, Inc.* Settlement Administrator, P.O. Box 43502 Providence, RI 02940-3502. If more than one person in a household is an eligible class member, please obtain and complete a separate Claim Form for each such person.

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on March 21, 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 will not be able to sue or be part of any other lawsuit against the Defendant 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. Claims for illnesses allegedly related to PFOA exposure are not among the Released Claims and you will retain all rights you presently have to pursue such claims if you decide to participate in the Settlement.

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 (Defendant and its current, former, and future direct and indirect parents, subsidiaries, divisions, affiliates, affiliated business entities, joint ventures, successors, predecessors, including without limitation, any entity identified as a predecessor to Defendant in the Third Amended Complaint and/or for which the Third Amended Complaint alleges that 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 without limitation causes of action and/or 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 of any kind—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 Third 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 but not limited to in air, groundwater, surface water, municipal water, private well water, or soil) within the Town of Petersburgh; (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 Town of Petersburgh, 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 Town of Petersburgh, 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 Town Public Water System or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around the Town of Petersburgh; 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 this 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, and James J. Bilborrow of Seeger Weiss LLP 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 25% of the Settlement Fund (up to \$5,673,112), plus reimbursement of reasonable litigation costs (up to \$400,000). 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 \$200,000). 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 *Burdick, et al. v. Tonoga, Inc. (d/b/a Taconic)*, Index No. 00253835, (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 **February 28, 2022** to:

Burdick, et al. v. Tonoga, Inc. Settlement Administrator
P.O. Box 43502
Providence, RI 02940-3502

The Defendant has 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 Settlement Class Members will not 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 do not want to be part of the Settlement. You can only get a payment and/or participate in the Medical Monitoring Program if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant 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 Defendant, 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 any real 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 **February 28, 2022**.

Class Counsel	Defense Counsel
<p>Stephen G. Schwarz Faraci Lange, LLP 28 E. Main Street, Suite 1100 Rochester, NY 14614</p> <p>James J. Bilborrow Seeger Weiss, LLP 55 Challenger Road Ridgefield Park, NJ 07660</p>	<p>Ann Marie Duffy Hollingsworth LLP 1350 I Street, NW Washington, DC 20005</p> <p>Corporate Counsel Taconic 136 Coon Brook Road Petersburgh, NY 12138</p>

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 do not 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 do not 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 do not have to.

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

The Court will hold a Final Approval Hearing at 10:00 a.m. on March 21, 2022, at the Rensselaer County Courthouse, 80 Second Street, Troy, New York 12180. 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 Defendant, 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 Class Settlement Agreement and other documents are available at www.petersburghpfoasettlement.com. Additional information is also available by calling 1-888-876-0855 or by writing to *Burdick, et al. v. Tonoga, Inc.* 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 Court for the Supreme Court of Rensselaer County New York.