

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

If you owned, leased, rented, or resided in a home or residential property serviced by the Parchment Water System as of July 26, 2018, you may be a Settlement Class Member.

Please read this Notice carefully, as it affects your legal rights.

(A Court authorized this Notice. This is not a solicitation from a lawyer.)

- A proposed settlement has been reached with the 3M Company, Georgia-Pacific LLC, and Georgia-Pacific Consumer Products LP (“Defendants”) to resolve claims brought by Named Plaintiffs on behalf of a proposed class relating to the contamination of Parchment’s municipal water system with PFAS chemicals. The Defendants have expressly denied these claims, but have agreed to the terms of a proposed settlement. The proposed settlement has been memorialized in a written agreement between the parties (the “Settlement Agreement”). If approved by the Court, the Settlement Agreement requires the Settlement Class Members to release certain claims concerning the contamination, and it requires Defendants to pay **\$11,900,000** into a fund (the “Settlement Fund”) for the benefit and advantage of the Settlement Class Members, as defined by the Settlement Agreement.
- This Class Notice explains the proposed settlement, your rights, the available benefits, and how to get them. As a potential Settlement Class Member, you have various options that you may exercise before the Court decides whether to approve the proposed settlement. Unless you properly exclude yourself (“opt out”) of the proposed settlement, you will be bound by its terms if it is approved by the Court.
- The Court in charge of this case still has to decide whether to approve the proposed settlement.
- Your legal rights are affected by whether you act or do not act. Please read this Notice carefully.

Your Legal Rights and Options in this Proposed Settlement	
MAKE A CLAIM FOR PAYMENT	If you want to participate in the proposed settlement and receive payment from the Settlement Fund, you must complete the enclosed Claim Form and submit it with the required information to the Class Administrator postmarked no later than July 26, 2021 . If you do not do so, you will waive your right to any payment from the Settlement Fund. Whether you timely submit a properly completed Claim Form or not, if the Court approves the settlement, you will be part of the Settlement Class and be bound by the terms of the Settlement Agreement, including the release of Defendants from all Released Claims as defined in the Settlement Agreement. After the deduction of expenses, costs, attorneys’ fees for Class Counsel, and incentive awards for Named Plaintiffs, Settlement Class Members that submit approved Claim Forms will receive checks in amounts based on the Settlement Class Allocation Plan. All checks must be cashed within 120 days of the date on the check, or you will forfeit your right to receive any payment from the Settlement Fund.
EXCLUDE YOURSELF OR “OPT OUT”	If you exclude yourself and opt out of the proposed settlement, you will no longer be a Settlement Class Member, Class Counsel will not be representing you, your claims will not be released, and you will retain your right to sue Defendants about the same claims in this lawsuit subject to any and all defenses they may assert to any such claims. You will not be eligible to receive any payment from the Settlement Fund, and you will have no standing or ability to object to the proposed settlement. To exclude yourself and opt out of the proposed settlement, you must strictly follow the procedures outlined below and submit your request no later than July 12, 2021 , or you will remain part of the Settlement Class and be bound by the orders of the Court.
OBJECT	If there is something about the proposed settlement that you do not like and think is legally inappropriate, you may remain part of the Settlement Class and object to all or part of the proposed settlement. You may do so on your own or through a lawyer that you hire to assist you. If you object, you will be part of the Settlement Class and still must submit a timely and properly completed Claim Form if you wish to receive payment under this settlement. To object to the proposed settlement, you must strictly follow the procedures outlined below and submit your written objection postmarked no later than July 12, 2021 , or you will waive your right to object. If you do properly and timely object, you will be part of the Settlement Class and be bound by the Court’s decisions like every other Settlement Class Member who does not opt out or exclude themselves.

DO NOTHING	You do not have to do anything to participate in the proposed settlement. But, if you do not do anything and the Court ultimately approves the proposed settlement, you will waive your right to object to any portion of the proposed settlement, you will be bound by the terms of the Settlement Agreement, and will have released Defendant from any and all claims as defined in the Settlement Agreement. You will also not obtain any payment from the Settlement Fund.
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1. **WHAT IS THIS NOTICE ABOUT?** This Class Notice is to inform you of the proposed settlement of a class action lawsuit against Defendants the 3M Company, Georgia-Pacific LLC, and Georgia-Pacific Consumer Products LP (“Defendants”) pending in the United States District Court for the Western District of Michigan. It summarizes your rights as set forth in the Settlement Agreement.
2. **WHAT IS THE LAWSUIT ABOUT?** The lawsuit (*Dykehouse, et al. v. 3M Company, et al.*, No. 1:18-cv-01225) was filed on November 1, 2018, and concerns the contamination of Parchment’s municipal water with chemicals alleged to have migrated from the paper mill, landfills, wastewater treatment system (including lagoons and/or detention ponds), disposal areas, surface and/or subsurface drainage pathways, and all associated facilities, formerly owned or operated by Crown Vantage and/or its predecessors, in Parchment and/or Cooper Township, Michigan. The lawsuit alleges that the contamination of Parchment’s water system occurred because of Defendants’ conduct. Defendants have vigorously denied and continue to deny all claims of wrongdoing or liability arising out of the allegations and claims asserted in the lawsuit.
3. **WHY IS THE CLASS ACTION BEING SETTLED?** The Court did not decide in favor of Plaintiffs or the Defendants. Instead, all sides agreed to settle the claims asserted in the lawsuit to avoid the delay, cost, and risk of further litigation, trial, and potential appeals. The proposed settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. The Named Plaintiffs and their attorneys, the Class Counsel, believe that the proposed settlement is in the best interest of all Settlement Class Members.
4. **HOW DO I KNOW IF I’M PART OF THE PROPOSED SETTLEMENT?** The Court has decided that the Settlement Class will include all Persons who: (i) owned, leased, rented, or resided in homes or residential properties serviced by the Parchment Water System as of July 26, 2018; and (ii) have not brought individual actions for personal injury or illness based on exposure to PFAS present in the Parchment Water System; provided, however, that the “Class” shall not include: (i) Defendants, their corporate officers, or their legal counsel in this Action; (ii) Class Counsel, including its partners, members, and shareholders; or (iii) the judge to whom this Action is assigned, any member of the judge’s immediate family, or any other judicial officer assigned to this case.
5. **SUMMARY OF THE PROPOSED SETTLEMENT:** If the Settlement Agreement is approved by the Court, the Defendants will pay the total amount of \$11,900,000 into the Settlement Fund for the benefit and advantage of all Settlement Class Members, each of whom will release certain claims as set forth in Paragraph 8 below. After the deduction of any court-approved payments (a) to Class Counsel for attorneys’ fees and the costs and expenses incurred in the case; (b) to the Class Administrator for administration of the settlement; and (c) to the Named Plaintiffs for bringing the lawsuit on behalf of the Settlement Class (which is to be no more than \$5,000 for each of the three Plaintiffs), the Settlement Fund will be distributed in accordance with the Settlement Class Allocation Plan. Under that plan, the amounts paid to claiming Settlement Class Members will be based on whether they owned, leased/rented, and/or resided in homes serviced by the Parchment Water System. Those who owned or rented/leased one or more residential properties that they also occupied will be entitled to two times the amount paid to those who either (i) owned or rented/leased such properties but did not reside in one; or (ii) resided in such a property but were not the owner, renter, or lessee. Only one person can be designated as the owner, renter, or lessee of a single property, or that property’s share will be divided between all Class Members claiming such an interest in the property.
6. **WHO ARE THE LAWYERS FOR THE SETTLEMENT CLASS AND HOW WILL THEY BE PAID?** The Court has appointed Steven D. Liddle and Nicholas A. Coulson of Liddle & Dubin, PC, 975 E. Jefferson Ave., Detroit, MI 48207 (“Class Counsel”) to represent you and the other Settlement Class Members. You may contact Class Counsel at 1-800-536-0045 or info@ldclassaction.com. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense. Class Counsel has prosecuted this case on a contingency basis. At the Settlement Fairness Hearing, Class Counsel will be seeking the approval of the Settlement Agreement and asking the Court for an award of attorneys’ fees (not to exceed one-third of the Settlement Fund), costs, and expenses (including for the administration of the settlement). Each of the Named Plaintiffs also will seek approval of a \$5,000 payment from the Settlement Fund for their efforts in representing the Settlement Class.

7. **CAN I GET PAID AND, IF SO, HOW MUCH?** Each Settlement Class Member who participates in the settlement may submit the enclosed Claim Form by **July 26, 2021** which, if approved by the Class Administrator, will permit the Class Member to share in the Settlement Fund pursuant to the Settlement Class Allocation Plan. The precise amount of each payment to each Claiming Class Member will depend on the number of Class Members who submit approved claims. Those who owned or rented/leased one or more residential properties that they also occupied will be entitled to two times the amount paid to those who either (i) owned or rented/leased such properties but did not reside in one; or (ii) resided in such a property but were not the owner, renter, or lessee. Only one person can be designated as the owner, renter, or lessee of a single property, or that property's share will be divided between all Class Members claiming such an interest in the property.
8. **WHAT AM I GIVING UP TO STAY IN THE CLASS?** If the proposed settlement is ultimately approved by the Court, in exchange for the payments made by Defendants for the benefit of the Settlement Class, each Settlement Class Member will release certain claims he or she may have against the Defendants and all related people and entities, as set forth more fully in the Settlement Agreement. This means that you will no longer be able to sue Defendants or any related people or entities regarding any Released Claims described in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you. The Released Claims include claims for property damage, expenses related to alternative water or water remediation, and exposure to PFAS, including PFAS in your blood or tissue. **HOWEVER, "Released Claims" do not include any individual claims of the Releasing Parties for any damages whatsoever related to past, present or future manifested bodily injuries or illness that have resulted in a medically diagnosed condition. Any such claims are expressly reserved, meaning Settlement Class Members are not giving them up.**
9. **HOW DO I REQUEST TO BE EXCLUDED FROM THIS PROPOSED SETTLEMENT?** If you are a Settlement Class Member and if the Settlement Agreement is approved by the Court, then you will be bound by the terms of the Settlement Agreement unless you submit a request to be excluded. **To exclude yourself from the proposed settlement, you must mail a written request for exclusion to the Class Administrator at the following address:**

Parchment Water Contamination Class Administrator
P.O. Box 43502
Providence, RI 02940-3502

This request for exclusion must be postmarked no later than **July 12, 2021** and must include: (i) the full name, current address, and telephone number of the requestor; (ii) a statement of the facts that make the requestor a Class Member; (iii) a statement requesting exclusion from the Class; and (iv) the signature of the requestor. Any potential Settlement Class Member's request for exclusion that does not meet these requirements is deemed invalid and ineffective, and the potential Settlement Class Member will be considered included as part of the Settlement Class for purposes of the proposed settlement.

10. **HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE PROPOSED SETTLEMENT?** If you are a potential Settlement Class Member and you do not properly request to be excluded, you can tell the Court you like the proposed settlement and that it should be approved, or that you object to the proposed settlement or any particular part of it, including Class Counsel's requests for fees and expenses. **Class Members desiring to object must submit a written Notice of Objection to each of the parties at the following addresses: (1) Nicholas A. Coulson, Class Counsel, Liddle & Dubin, PC, 975 E. Jefferson Ave., Detroit, MI 48207; (2) Dan Ring, Mayer Brown LLP, Counsel for 3M, 71 South Wacker Dr., Chicago, IL 60606; (3) Janet Ramsey, Warner Norcross + Judd, Counsel for Georgia-Pacific, 150 Ottawa Ave. NW, Suite 1500, Grand Rapids, MI 49503.** Any objection must be postmarked no later than **July 12, 2021**. You can submit an objection by yourself or, if you like, you can hire a lawyer to assist you. To be timely and valid, a statement of Objection must be postmarked or received on or before the Objection Deadline and must include: (i) the full name, current address, and telephone number of the objector; (ii) a statement of the facts that make the objector a Class Member; (iii) a statement describing all of the objector's challenges to this Agreement or the settlement and the reasons for those challenges; (iv) all of the papers and evidence the objector intends to submit in support of those challenges; (v) a statement of whether the objector intends to appear at the Settlement Fairness Hearing; (vi) the signature of the objector; (vii) a statement that the objector is willing to be deposed, upon request, on a mutually acceptable date at least ten (10) days before the Settlement Fairness Hearing; (viii) the caption of each case in which the objector or counsel representing the objector have objected to a class action settlement within the preceding five years and a copy of all orders related to or ruling upon those objections; and (ix) all agreements that relate to the Objection, whether written or verbal, between or among the objector, counsel for the objector, and/or any other Person.

Objections that do not meet the requirements set forth above will be deemed invalid and the Court will not consider them. Class Counsel and Defendants reserve the right to challenge the validity and grounds of any objection. If you do not submit a written objection to the proposed settlement or the application of Class Counsel for attorneys' fees and expenses in accordance with the deadline and procedure set forth above, you will waive your rights to be heard at the Settlement Fairness Hearing and to appeal from any order or judgment of the Court concerning the matter.

- 11. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?** The Court will hold a Settlement Fairness Hearing on **September 1, 2021 at 10:00 a.m.** The hearing may be conducted remotely, in which case you may contact Class Counsel for access information. At this hearing the Court will consider whether the Settlement Agreement and proposed settlement is a fair, reasonable, and adequate resolution of the lawsuit. If there are timely and properly submitted objections, the Court will consider them and any response the Parties may have. The Court may listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement Agreement and proposed settlement. The Court also will decide how much to award Class Counsel and Named Plaintiffs. You do not have to attend the Settlement Fairness Hearing. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you timely and properly send an objection, you may attend the Settlement Fairness Hearing and talk about your objection, or you may have your own lawyer do so. However, you do not have to attend even if you send an objection. As long as you timely and properly sent your written objection, the Court will consider it even if you do not attend.
- 12. WHAT HAPPENS IF I DO NOTHING AT ALL?** If you do nothing at all, and you are a Settlement Class Member, you will be bound by the proposed settlement if the Court approves it. You will release your claims, but you will not receive any payment from the Settlement Fund.
- 13. WHAT HAPPENS IF THE COURT DOES NOT APPROVE THE PROPOSED SETTLEMENT?** If the Court ultimately does not approve the Settlement Agreement and the proposed settlement, or if the Court's approval is reversed on appeal or the Settlement Agreement is terminated, then the settlement shall become null and void. If the settlement becomes null and void, the case will proceed as though the Settlement Agreement was never entered into by the Named Plaintiffs and Defendants.
- 14. ARE MORE DETAILS AVAILABLE ABOUT THE PROPOSED SETTLEMENT AND MY RIGHTS UNDER THE PROPOSED SETTLEMENT?** This Class Notice is a summary and does not describe all details of the Settlement Agreement or the proposed settlement. More details are available in the Settlement Agreement. For a complete, definitive statement of the terms of the Proposed Settlement, refer to the Settlement Agreement at www.ParchmentWaterContaminationLawsuit.com. The Class Administrator is available to answer questions related to the settlement at 1-877-206-1216. You may also contact Class Counsel at (800) 536-0045 or info@ldclassaction.com for more details of the lawsuit.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.