



SIV

CLASS ACTION SETTLEMENT NOTICE

If you have lived or owned real property in or around Bennington, or North Bennington, Vermont, in the area of PFOA exposure, 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”) in a class action lawsuit by residents in the Bennington area alleging contamination of their property and drinking water with a chemical called Perfluorooctanoic Acid (“PFOA”). The Settlement provides:

- **Money for property damages** to people who: (1) owned residential real property in the Zone of Concern—an area of PFOA exposure defined by the Vermont Department of Environmental Conservation (DEC) in Bennington, North Bennington and some properties with a Shaftsbury address—on March 14, 2016; or (2) purchased residential real property after March 14, 2016, that was later added to the Zone of Concern (“Property Class”).
- **Funding for a Court-Supervised Medical Monitoring Program** for Exposure Class Members, providing free testing and monitoring that does not duplicate their current primary care for the early detection of certain diseases. You are an Exposure Class Member if you: (a) resided in the Zone of Concern on or before August 23, 2019; (b) ingested drinking water with PFOA in the Zone of Concern; and (c) have a blood serum test with a PFOA blood level above 2.1 parts per billion (“ppb”). If you meet these two criteria, but have not yet had a blood test, the Medical Monitoring Program will make one available to you free of charge within the first 180 days of the Program. **If you are eligible, enroll in the Program, and complete the Initial Informational Survey and Screening Consultation, you will receive a \$100 incentive payment.**
- You may be a member of both the Exposure Class and the Property Class.

Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

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 PROPERTY SETTLEMENT (“OPT OUT”)	If you do, you will not get a payment for property damages. However, you would have the option of filing your own lawsuit against Saint-Gobain for the legal claims made in this lawsuit with your own attorney at your own expense. You may choose whether or not to participate in the Medical Monitoring Program, but you don’t need to opt out if you choose not to participate.
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 must 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 reached in this class action lawsuit, and 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 District of Vermont. The case is known as *Sullivan, et al. v. Saint-Gobain Performance Plastics Corporation*, No. 5:16-cv-125, United States District Court for the District of Vermont. The Honorable Judge Geoffrey W. Crawford is overseeing this action.

The people who filed the lawsuit are called Plaintiffs. The company they sued, Saint-Gobain, is called the Defendant. This Settlement is between Plaintiffs and the Defendant.

2. What is this lawsuit about?

For several decades, Chemfab Corporation, owned by Saint-Gobain since 2000, manufactured coated fabric and other products in North Bennington and Bennington using a compound called Ammonium Perfluorooctanoate (“APFO”). Plaintiffs allege that the use of APFO at these plants resulted in the release of Perfluorooctanoic Acid (“PFOA”) into the environment, contaminating the soil and groundwater in the Zone of Concern in and around Bennington and North Bennington, as delineated by the Vermont DEC. (Please see enclosed map.)

PFOA is classified as a hazardous material in Vermont due to its potential health risks and persistence in the environment, and the State has set a limit on how much PFOA can be in drinking water.

The **Property Class** seeks to hold Saint-Gobain liable for the PFOA contamination in the Zone of Concern and to recover money compensation for property damages. More information on who is included in the Property Class is available on page 2-3.

The **Exposure Class** alleges that people who drank PFOA-contaminated water, and have levels of PFOA in their blood above 2.1 ppb, should be able to have testing and monitoring that does not duplicate their current primary care for the early detection of certain diseases. More information on who is included in the Exposure Class is available on page 3.

More information on the potential health and environmental effects of PFOA can be found at the Vermont DEC’s website at <https://dec.vermont.gov/pfas>. You can read important court filings, including the Plaintiffs’ Complaint, at the website for this class action: www.BenningtonVTclassaction.com.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. In this case, the Class Representatives are James D. Sullivan, Leslie Addison, Ronald S. Hausthor, Gordon Garrison, Ted and Linda Crawford, and Billy J. Knight, property owners in the Zone of Concern. All other unnamed people who are represented in the lawsuit (possibly including you) are members of the “Class” or “Class Members.” One court presides over and resolves the claims for everyone in the Class (except those who chose to exclude themselves). That court is the U.S. District Court for the District of Vermont in Rutland, Vermont, which certified two classes (Property Class and Exposure Class) on August 23, 2019.

4. Why is there a Settlement?

There has not yet been a trial, and neither the Court nor a jury has decided the question of Saint-Gobain’s liability for the PFOA contamination. The Class Representatives, with the advice of Class Counsel, and Saint-Gobain have agreed to the terms of this Settlement to avoid the cost, delay and uncertainty that come with further litigation and trial. The Class Representatives and Class Counsel think the Settlement is the best option for Class Members because it provides certain relief now. The agreement to settle is not an admission of liability by Saint-Gobain, and Saint-Gobain disputes the claims asserted in this case.

WHO IS INCLUDED IN THE SETTLEMENT?

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

The Court has certified two classes in this action: (1) a Property Class and (2) an Exposure Class. **In order to be included in the Settlement, you must be a member of one of these classes.** The benefits available to you in the Settlement will depend upon which class you are a member of (you may be a member of both classes).

1. Property Class: You are a member of the Property Class if:

- 1) You are a natural person (not a corporation); and
- 2) You:

(a) Owned residential real property in the Zone of Concern on March 14, 2016; OR

(b) Purchased residential real property after March 14, 2016, that was subsequently added to the Zone of Concern.

The “Zone of Concern” is defined by the Vermont DEC to include portions of the Towns of Bennington, North Bennington, and Shaftsbury, Vermont. You may view the Zone of Concern on a map attached to the Claim Form; the map is also attached as Exhibit B to the Class Settlement Agreement, a copy of which is available at www.BenningtonVTclassaction.com.

Property Class Members include people who receive water from the municipal water supply as well as people who use private wells (even if your well is or was not contaminated with PFOA or has or had low levels of PFOA). You are also included if you purchased vacant land after March 14, 2016, and it was subsequently added to the Zone.

2. **Exposure Class:** You are a member of the Exposure Class if:

1) you resided in the Zone of Concern on or before August 23, 2019;

2) you ingested water with PFOA in the Zone; and

3) you have a blood serum test showing a PFOA blood level above 2.1 ppb.

If you meet the first two criteria, above, but have not yet had a blood test, the Medical Monitoring Program will make one available to you free of charge within the first 180 days of the Program.

3. **Can I be a member of both classes?** Yes, if you meet the requirements of both Classes.

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

Yes. The Property Class ONLY includes people who own real property. It does NOT include renters, guests, or visitors.

The Property Class does NOT include businesses or commercial entities. It does not include legal entities, such as corporations, not-for-profits, or governmental entities, who are not “natural persons.” In other words, Class Members must be human beings. If you run a business out of your residence, you are included; however, you are still only entitled to the types of damages discussed under question 8 below.

If you bought your property AFTER March 14, 2016, you are NOT included, unless your property was subsequently added to the Zone of Concern by the Vermont DEC. If you own an apartment building or multi-unit dwelling and rent it out, you are NOT included.

If you own a mobile home and NOT the land it sits upon, you are NOT included. But if you owned a mobile home as of March 14, 2016 AND the land it sits upon in the Zone, or purchased the land after March 14, 2016 before it was added to the Zone of Concern, you are included.

Only current or past residents of the Zone of Concern are eligible for membership in the Exposure Class. Guests and visitors are NOT included.

If you have filed a personal injury lawsuit for an illness alleging that it was caused by Saint-Gobain’s PFOA, you are NOT included.

If you are the legal representative, officer, director, successor or assignee of Saint-Gobain, you are NOT included. If you are a member of the immediate family of Judge Crawford or any other judicial officer assigned to this case, you are NOT included. If you are a member of the immediate family of any of the attorneys representing Plaintiffs, you are NOT included.

If you have already opted out of the Property Class, after receiving the initial Notice of Class Action, you are not included in the Settlement, **but you may** revoke your opt-out and become a Class Member (see Paragraph 17, below).

7. What if I’m still not sure I’m included in either Class?

If you are still unsure whether you are included in either Class, you can get free help at www.BenningtonVTclassaction.com, by calling 866-726-3778, or by email to info@benningtonvtclassaction.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Property Settlement provide?

The Settlement provides a total Property Settlement Fund of \$26,200,000 (Twenty-Six Million Two Hundred Thousand Dollars) to provide property damages to owners of over 2,200 properties (Property Class). Property damages include payment for diminished property value, lost use and enjoyment of property, and upset, aggravation and inconvenience alleged to be caused by the PFOA contamination and, for those connecting to town water, payment for some of the costs of town water. After deducting attorneys’ fees and costs, service awards for Class Representatives, and the costs of administration, the rest of the Settlement Fund will be divided among Property Class Members. The division will be based on the value of each property as of March 14, 2016, and will assign different percentages for compensation, depending upon the type of property, its water supply and, if supplied by a well, the level of PFOA contamination in the well water. One payment will be made for each eligible property, and payment will be paid to the owner or owners of the property. This process has been reviewed for fairness by a neutral Special Master and has been preliminarily approved by Judge Crawford.

9. How much will Property Class Members receive?

The allocation method proposed by Class Counsel and preliminarily approved by the Court will be based upon the Grand List assessed value of each property as of March 14, 2016, and will utilize different percentages of that value for compensation depending upon the category of the property with regard to its water supply and the level of PFOA contamination of groundwater on the property. The allocation will be by individual property, and one payment will be made for each eligible property and will be paid to the owners of the property. Depending on the Grand List value of your property, and subject to Court approval the proposed allocations will take into consideration the following criteria:

- a. Property is vacant and has neither a well nor spring and has not been connected to municipal water supply;
- b. Property was connected to a municipal water supply prior to March 2016 and continues to be connected;
- c. Property relied on one or more wells or springs for domestic water supply prior to March 2016, determined to contain less than 20 parts per trillion (“ppt”) PFOA, and a municipal water supply may have been provided;
- d. Property relied on one or more wells or springs for domestic water supply prior to March 2016, determined to contain greater than 20 ppt PFOA, and a municipal water supply has been or will be provided; and
- e. Property relied upon one or more wells or springs for domestic water supply prior to March 2016, determined to contain greater than 20 ppt PFOA, and the property has been determined unfeasible for connection to a municipal water supply.
- f. Property Class Members who resided on their property as of March 2016 will also receive an additional payment for upset and inconvenience, depending on the category of their property as set out in paragraphs b.– e.
- g. Property Class Members in the categories in paragraphs c. – d. may also receive payment for a portion of their added costs of paying for municipal water.

The calculations used to determine payments for each property category are as follows:

- a. Vacant Property Payment = property value X 0.016
- b. Mun. Water Payment = (property value X 0.016) + up to \$2,000
- c. Well <20 ppt Payment = (property value X 0.027) + up to \$9,000
- d. Well >20 ppt Payment = (property value X 0.055) + up to \$14,000
- e. Well >20 ppt, Unfeas. Payment = (property value X 0.11) + up to \$20,000

Property Class Members can call the office of Class Counsel, David Silver (802-442-6341), for additional information on their approximate payments.

In addition, payments not claimed by Property Class Members will be reallocated to eligible Class Members, so that all Settlement Funds will be awarded to eligible Property Class Members. So, you may receive a second payment based on the amount of your first payment.

If your well has not been tested for PFOA and you would like to have it tested, or you would like to have your well retested for PFOA, you should contact the Vermont Department of Conservation (DEC) (802-249-5620) for assistance; or you may arrange to have your own well tested by a laboratory certified by the State for PFOA testing (call DEC to confirm laboratory certification). Any new test results received by the Effective Date of the Settlement will be considered in the allocation of the Property Settlement to eligible Class Members.

10. How does the Medical Monitoring Program work?

The Settlement creates a Court-Supervised Medical Monitoring Fund of up to \$6,000,000 (Six Million Dollars). This will fund a 15-year Medical Monitoring Program, to provide Exposure Class Members who choose to participate with free testing and monitoring that does not duplicate their current primary care for the early detection of certain diseases. The Program will be conducted at the Occupational Health Clinic of Southwestern Vermont Medical Center (“SVMC”), in Bennington, Vermont. People living outside the Bennington area will be able to participate remotely. Program participants will fill out questionnaires, consult with a Program physician, and get specific blood and urine tests. For those who have not yet had a PFOA blood serum test, the Medical Monitoring Program will make one available to them free of charge within the first 180 days of the Program. Attorneys’ fees and costs for the Program will be paid separately by Saint-Gobain. If money remains in the Medical Monitoring Program at the end of the 15-year period, the money will revert to Saint-Gobain.

Eligible Exposure Class Members who enroll in the Program will also receive a \$100 incentive payment, to be paid by Class Counsel.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

11. How do I get a Property Settlement payment?

To qualify for a Property Settlement payment, you must complete and submit a Claim Form within 125 days after the Court finally approves of the Settlement. The date will be posted on the website www.BenningtonVTclassaction.com. You may complete and submit your Claim Form as soon as January 18, 2022 online at www.BenningtonVTclassaction.com OR email a completed Claim Form to info@BenningtonVTclassaction.com OR mail a completed Claim Form to *Sullivan v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434. Claim Forms are available to download on the website and also available by calling 1-866-726-3778 or by writing to the Settlement Administrator at info@benningtonvtclassaction.com.

12. How do I participate in the Medical Monitoring Program?

To qualify for the Medical Monitoring Program, you must complete and submit a Claim Form within 125 days after the Court finally approves of the Settlement. The date will be posted on the website www.BenningtonVTclassaction.com. You may complete and submit your Claim Form, which includes eligibility questions, as soon as January 18, 2022, online at www.BenningtonVTclassaction.com OR email a completed Claim Form to info@BenningtonVTclassaction.com OR mail a completed Claim Form to *Sullivan v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434. Claim Forms are available to download on the website and also available by calling 1-866-726-3778 or by writing to the Settlement Administrator at info@benningtonvtclassaction.com. If you require a blood test to determine whether you have a PFOA level of over 2.1 ppb, you must get a blood test within the first 180 days of the Medical Monitoring program, which will be provided free of charge.

13. What am I giving up to get a Property Settlement payment, or participate in the Medical Monitoring Program?

If you stay in the Settlement (*i.e.*, do nothing, or do not exclude yourself), you give up your right to hire your own attorney and sue Saint-Gobain on your own for the claims made in this lawsuit or about the legal issues resolved by this Settlement.

The Court will hold a Final Approval Hearing on April 18, 2022 to decide whether to approve the Settlement. If approved, there may be appeals. Settlement payments will be distributed, and the Medical Monitoring Program will begin as soon as possible after the Court grants final approval to the Settlement, and after any appeals are resolved.

Unless you exclude yourself, you will be bound by the terms of the Settlement. If the Settlement is approved and becomes final, all the Court's orders will apply to you, including the Court's final order dismissing the Class Action.

If you wish to receive a Property Settlement payment, or participate in the Medical Monitoring Program, you will be required to sign a Release, releasing Saint-Gobain from any and all past, present, and future claims and causes of action, including without limitation causes of action and/or relief created or enacted in the future, that were or could have been asserted in this action, arising out of or related to, either directly or indirectly or in whole or in part, the Released Claims. The "Released Claims" include those relating to: (i) the subject matter of any allegations contained in the Third Amended Complaint in this case, any allegations otherwise asserted in this action, or the subject matter of any discovery obtained in the action; (ii) the alleged presence of Per- and Polyfluoroalkyl substances ("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 Bennington or North Bennington and/or the Zone of Concern; (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 Bennington or North Bennington, 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 Bennington or North Bennington, and/or resulting in any alleged exposure of any 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) property damage or property-value diminution, including without limitation stigma, purportedly attributable to the alleged presence of PFAS (including PFOA) in any municipal water system or any private well, or in the air, groundwater, surface water, municipal water, private well water, or soil in or around Bennington or North Bennington and/or the Zone of Concern and/or (vi) based on PFAS (including PFOA) in the blood or tissue of any Class Member. However, the "Released Claims" DO NOT include any future personal injury claims for any Class Member or any other person arising out of alleged exposure to chemicals from Saint-Gobain's Facilities that are the subject of this action. The "Released Claims" ALSO DO NOT include any of Saint-Gobain's duties and obligations contained in the Consent Order and Final Judgment Order of May 23, 2019, in the case of *State of Vermont, Agency of Natural Resources v. Saint-Gobain Performance Plastics Corp.*, Vt. Sup. Ct., Bennington Unit, No. 9Z-419.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as Class Counsel, to represent you and other Class Members: David F. Silver of Barr, Sternberg, Moss, Silver & Munson, P.C. of Bennington, Vermont; Emily J. Joselson of Langrock, Sperry & Wool, L.L.P. of Burlington and Middlebury, Vermont; and Gary A. Davis of Davis & Whitlock, P.C. of Asheville, North Carolina. 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.

15. How will Class Counsel be paid?

As part of the final approval of this Settlement, Class Counsel will ask the Court to approve payment of their reasonable attorneys' fees and expenses for their work in this case. Class Counsel will request attorneys' fees and expenses through a motion filed with the Court before the date of the Final Approval Hearing, and before the deadline for Class Members to file their objections. Class Members will receive reasonable notice of the motion and will have the opportunity to object. The motion will also be made available at www.BenningtonVTclassaction.com.

The Court will decide if Class Counsel's request for attorneys' fees and expenses is appropriate. Any award of attorneys' fees and costs for the Exposure Class Settlement will be *in addition* to the Medical Monitoring Program Payments and will not reduce the amount Saint-Gobain has agreed to pay for the Program. Any award of attorneys' fees and expenses for the Property Class Settlement will be paid from the Total Property Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Property Settlement?

To exclude yourself from the Property Settlement, you must send a letter by mail stating (1) you want to be excluded from *Sullivan, et al. v. Saint-Gobain Performance Plastics Corporation*, No. 5:16-cv-125, (2) your full name, current address and telephone number, (3) the facts that prove you are a Property Class Member, and (4) your signature. You must mail your exclusion request postmarked no later than thirty (30) days after the date of this Class Settlement Notice, or by February 2, 2022 to:

Sullivan v. Saint-Gobain Performance Plastics Corporation Settlement Administrator
P.O. Box 43434
Providence, RI 02940-3434

If you are a Property Class Member and you submit a timely and valid exclusion request for property you own jointly with others, all others owning the property will also be considered to have submitted a timely and valid exclusion request.

Saint-Gobain has the right to terminate the Property Settlement if a certain percentage of Property Class Members exclude themselves from the Settlement. If this occurs, the Settlement will be terminated, and no Class Member will receive any payment.

17. If I previously opted out of the Property Class, can I revoke my opt-out and receive a payment?

Yes. If you already opted out of the Property Class when you received the initial Class Notice, you may still participate in the Property Class Settlement and receive money from this Settlement by revoking your prior opt-out. If you previously opted out, you will receive a separate letter from Class Counsel with a Revocation Form, which you must complete and submit to Class Counsel, within thirty (30) days after the date of this Class Settlement Notice, or by February 2, 2022.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Property or Exposure Class Member, you can object to the Settlement if you do not agree with it or a portion of it. The Court will consider your views. You must send a letter by mail stating: (1) your full name, current address, and telephone number; (2) a statement of facts that indicate you are a Property or Exposure Class Member; (3) your objections and the reasons for them; (4) copies of any papers or evidence to support your objections; (5) whether you plan to appear at the Final Approval Hearing; (6) that you are willing to have your deposition taken, 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 you or your counsel have objected to in the past five (5) years, with a copy of all orders related to or ruling on 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 the Court, to Class Counsel and Saint-Gobain's Counsel and postmarked no later than February 2, 2022. The addresses to which objections must be sent are as follows:

Jeffrey S. Eaton, Clerk of Court Re: <i>Sullivan v. Saint-Gobain</i> No. 5:16-cv-125 United States District Court District of Vermont U.S. District Court, Room 200 11 Elmwood Avenue Burlington, VT 05401	Class Counsel: Barr Sternberg, PC Attn: Didi Gingue 507 Main St. Bennington, VT 05201	Saint-Gobain's Counsel: Dechert LLP Attn: Rachel Passaretti-Wu Three Bryant Park 1095 Avenue of the Americas New York, NY 10036
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19. May I come to Court to speak about my objection?

Yes. You or your attorney may request to speak about your objection at the Final Approval Hearing. 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.

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. You can object to something about the Property Class Settlement only if you remain in the Property Class (that is, do not exclude yourself or opt out). Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Property Class, you cannot object, because the Settlement of the Property Class 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 do either.

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

The Court will hold a Final Approval Hearing on April 18, 2022, at the U.S. District Court, 151 West Street, Main Courtroom in Rutland, Vermont. 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 attorneys' fees and expenses, as well as the 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 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 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. If 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.

IF YOU DO NOTHING

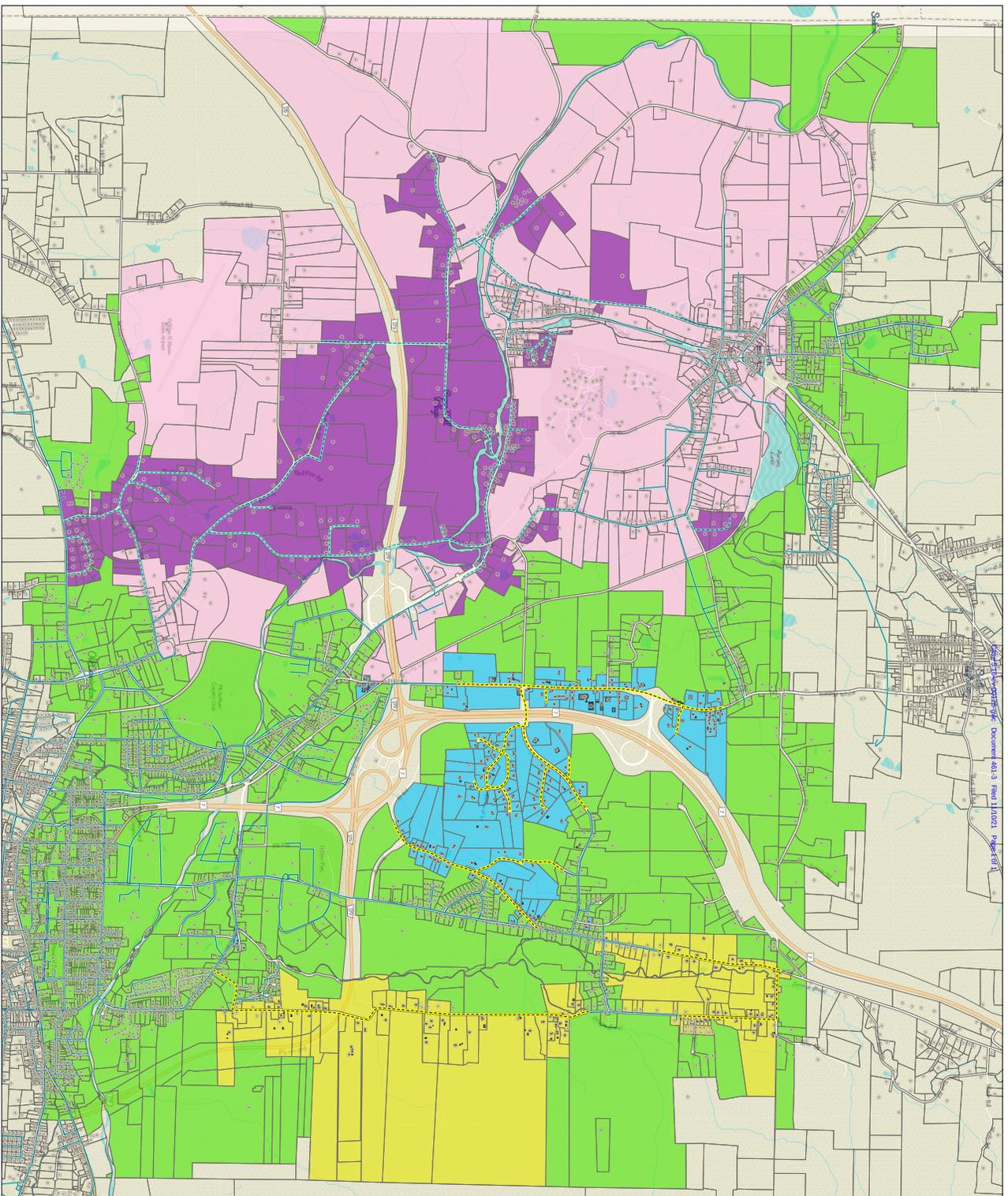
23. What happens if I do nothing at all?

If you are a Property Class Member or an Exposure Class Member and you do nothing, you will not receive a payment from the Property Settlement or be eligible to participate in the Medical Monitoring Program. In addition, you will give up the rights explained in Question 13, including your right to start a lawsuit or be part of any other lawsuit against Saint-Gobain about the legal issues resolved by this Settlement.

GETTING MORE INFORMATION

24. 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.BenningtonVTclassaction.com. Additional information is also available by calling 1-866-726-3778 or by writing to *Sullivan v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434. Publicly-filed documents can also be obtained by visiting the Office of the Clerk of the United States District Court for the District of Vermont or reviewing the Court's online docket.



FINAL CORRECTIVE ACTION AND OPERABLE UNIT AREAS



LEGEND

- Wetlandlines**
 - Existing
 - Included 2017-2018
 - Proposed Wetlandlines
- Structures**
 - g11 Site locations
 - Building footprints
- Parcels**
 - Parcel boundary
 - OU Boundary (March 28, 2019)**
 - CAAL OUA - Wetland Connected Per Corrective Action
 - CAAL OUA - Includes Existing Connections AND Parcels Without Connections
 - CAAL OUA - Proposed Wetland Connected
 - CAAL OUA - Includes Existing Connections AND Parcels Without Connections
 - Outside CAAL Boundary

APPENDIX B 2



Map Author: Erik Engstrom (VTANRGIS)
Map Date: 4/5/2019