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SETTLEMENT CLAIM FORM AND RELEASE

*SULLIVAN V. SAINT-GOBAIN
PERFORMANCE PLASTICS CORP.*

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF VERMONT

Case No. 5:16-cv-00125-GWC

INSTRUCTIONS FOR SUBMITTING A CLAIM FORM

There has been a Settlement in the above-referenced class action lawsuit by Bennington area residents and Saint-Gobain Performance Plastics Corporation (“Saint-Gobain”). There are two classes in this lawsuit, the **Property Class** and the **Exposure Class**, which are defined on p.2, below.

You are receiving this **Settlement Claim Form and Release** because you may be a member of one or both **Classes**, or you may be a representative of a member (defined below). Therefore, you (or the person you represent) may be eligible for a payment from the **Property Class Settlement Fund**, and/or may be eligible to participate in the **Medical Monitoring Program**.

To confirm your eligibility (or the eligibility of the person you represent) to receive payment from the Property Class Settlement Fund, and/or to participate in the Medical Monitoring Program, you must complete this **Settlement Claim Form (“Claim Form”)** as instructed, and **submit it in a timely manner**.

Note: Payments for eligible **Property Class** Members are made on a per-property basis (only one payment will be made per property on behalf of the entire household, rather than individual payments for each member of the household). For the **Exposure Class**, any individual deemed eligible may enroll in the Medical Monitoring Program. **If you are eligible, enroll in the Medical Monitoring Program, and complete the Initial Informational Survey and Screening Consultation, you will receive a one-time incentive payment of \$100 per person.**

Payments from the Property Class Settlement Fund will be made by KCC, the **Property Settlement Administrator**, in accordance with a plan approved by the Court.

Details regarding the Medical Monitoring Program, including the services offered in the Program, can be found in Exhibit C to the Class Settlement Agreement, a copy of which is available at www.BenningtonVTclassaction.com, or upon request to the **Medical Monitoring Program Administrator, Ed Gentle, egentle@gtandslaw.com**.

Your participation in these Settlements may offer the best, and possibly only, chance for you to receive monetary payments from Saint-Gobain in this Action, and/or to participate in medical monitoring.

Please review the following instructions before proceeding:

FOR CLAIMS PROCESSING ONLY	OB <input type="checkbox"/>	CB <input type="checkbox"/>	<input type="radio"/> DOC <input type="radio"/> LC <input type="radio"/> REV	<input type="radio"/> RED <input type="radio"/> A <input type="radio"/> B
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YOUR COMPLETED SETTLEMENT CLAIM FORM AND SUPPORTING DOCUMENTATION MUST BE SUBMITTED ELECTRONICALLY, AND/OR POSTMARKED BEFORE AUGUST __, 2022 [125 DAYS AFTER THE COURT FINALLY APPROVES THE SETTLEMENT, WHICH IS ANTICIPATED IN APRIL 2022 (CHECK WEBSITE FOR FINAL APPROVAL AND CLAIM FILING DEADLINE)].

ELIGIBILITY:

If you meet the definitions below, you are a **member in one or both of the Classes**.

You are a **Representative of a Class Member** if you are either a parent or legal guardian of a minor less than 18 years of age who is a Class Member, or you are the legal representative appointed to represent (i) the Estate of a deceased Class Member, or (ii) an incompetent Class Member.

You are eligible to submit this Settlement Claim Form **only** if you (or the minor, deceased or incompetent person you represent) meet the definitions below of a **Property Class Member**, or an **Exposure Class Member**, or **both**:

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 Department of Environmental Conservation (DEC) to include portions of the Towns of Bennington, North Bennington, and Shaftsbury, Vermont. You may view the Zone of Concern on the map attached to this Claim Form; the map is also Exhibit B to the Class Settlement Agreement, a copy of which is available at www.BenningtonVTclassaction.com.

EXPOSURE CLASS: You are a member of the Exposure Class if, as of August 23, 2019, You:

- 1) Reside or have resided within the Zone of Concern;
- 2) Ingested water with PFOA within the Zone of Concern; and
- 3) Have a blood serum test showing a PFOA level in your blood above 2.1 parts per billion (“ppb”).

If you have not already had your blood tested for PFOA, you may still take a blood test during the first 180 days of the Medical Monitoring Program, IF, as of August 23, 2019, you reside or resided within the Zone, AND you ingested water with PFOA within the Zone. You will be deemed a member of the Exposure Class so long as this later blood serum test is above 2.1 ppb.

CLAIM FORM SUBMISSION:

Each Class Member (or their representative) must submit this Claim Form, signed and dated, with all four sections completed.

You can only submit Claim Forms for yourself, and/or as a representative for another person (if you are a parent or legal guardian of a minor or legal representative of a deceased or incompetent person) who is also a Class Member.

If you are submitting a Claim Form for yourself and as a representative for another person, you must submit a Claim Form for yourself, and a separate Claim Form for the person you are representing (a minor, deceased person, or incompetent person).

If you own or owned more than one property that would qualify you for the Property Class, you must submit a separate Claim Form for each property.

ADDITIONAL INFORMATION:

1. You may obtain additional information about this Settlement, or about your Claim Form at the website at www.BenningtonVTclassaction.com. For additional questions, please contact Wendy Radcliff, Esq., at wradcliff@langrock.com, or (802) 989-7834.
2. You must review, sign and date Section IV below.
3. Your completed Settlement Claim Form, and supporting documentation, must be submitted electronically and/or postmarked before August __, 2022 [125 DAYS AFTER THE COURT FINALLY APPROVES THE SETTLEMENT, WHICH IS ANTICIPATED IN APRIL 2022 (CHECK WEBSITE FOR FINAL APPROVAL AND CLAIM FILING DEADLINE)].
4. You may submit your Settlement Claim Form and supporting documentation:
 - a. Electronically at: www.BenningtonVTclassaction.com. You are encouraged to submit your Claim Form online for easy verification and processing. OR
 - b. By mail to: *Sullivan v. Saint-Gobain Performance Plastics Corporation* Settlement Administrator, P.O. Box 43434, Providence, RI 02940-3434. OR
 - c. By email to: info@benningtonvtclassaction.com.

Now please complete Section II.

SECTION II: Information on Class Member and Claims

To the best of your knowledge and belief, which of the following Classes do you or the person you are representing belong to? (Please refer to the Instructions on page 2 of this Claim Form for a description of the Classes.) **Please fill in all that apply:**

Property Class Exposure Class

Based on what you filled in above, please complete the appropriate section(s) below:

PROPERTY CLASS

To qualify as a member of this class, you must meet the definition of the Property Class on page 2 of this Claim Form.

First, **please list the address of the property for which you are seeking payment** as a member of the Property Class; **please include Number/Street/City /State/ZIP Code:**

Current Address																																																																																																			
City																																																												State										ZIP Code																													

Second, **please submit with this Claim Form proof of your ownership of the property on March 14, 2016** (or, in the limited circumstance where a property was subsequently added to the Zone of Concern, after March 14, 2016). Proof of ownership can include any of the following: (a) a copy of the deed to the property; OR (b) a copy of a tax bill demonstrating ownership of the property on March 14, 2016 (or, in the limited circumstance where a property was subsequently added to the Zone of Concern, after March 14, 2016); OR (c) any other form of proof deemed appropriate by the Property Class Settlement Administrator.

Third, **please state whether your property was served by a well or spring for drinking water on or before March 14, 2016, and whether the well or spring has been tested for PFOA contamination.** The Property Settlement Administrator has the most recent test results from the State of Vermont and will match those to your property to determine your category for allocation of the Settlement proceeds.

Property Served by a: Well Spring

Well or Spring Tested for PFOA Contamination: Yes No

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.

Please list below what you are submitting as proof of ownership. (Note: If you do not have a document showing your ownership, the Property Class Settlement Administrator may still be able to verify your ownership, and/or may contact you for additional information.)

Proof of Ownership																																																																																																			

If you co-owned this property with another individual, please state their name and relation to you (or to the person you represent):

Co-Owner First Name																														M.I.					Co-Owner Last Name																																																																
Relation																																																																																																			

EXPOSURE CLASS

To qualify as a member of this Class, you must meet the criteria for the Exposure Class described on page 2 of this Claim Form.

First, please identify all residence(s) within the Zone of Concern where you (or the person you represent) lived, on or before August 23, 2019, the approximate timeframe that you (or the person you represent) lived there (months and years), and whether you ingested water from a well in which PFOA was detected at such residence(s).

Residence (1)																								
City															State					ZIP Code				
M M		/	Y Y Y Y				to	M M		/	Y Y Y Y													
Start Month			Year					End Month			Year													
Ingested water from well w/ PFOA detected? <input type="radio"/> Yes <input type="radio"/> No																								

Residence (2)																								
City															State					ZIP Code				
M M		/	Y Y Y Y				to	M M		/	Y Y Y Y													
Start Month			Year					End Month			Year													
Ingested water from well w/ PFOA detected? <input type="radio"/> Yes <input type="radio"/> No																								

Residence (3)																								
City															State					ZIP Code				
M M		/	Y Y Y Y				to	M M		/	Y Y Y Y													
Start Month			Year					End Month			Year													
Ingested water from well w/ PFOA detected? <input type="radio"/> Yes <input type="radio"/> No																								

If you (or the person you represent) did not ingest water from a well at any of the residences identified above, please identify any other location(s) in the Zone of Concern where, on or before August 23, 2019, you (or the person you represent) ingested water in which PFOA was detected, and the timeframe in which you (or the person you represent) consumed water at that location.

Address (1)																								
City															State					ZIP Code				
M M		/	Y Y Y Y				to	M M		/	Y Y Y Y													
Start Month			Year					End Month			Year													
Ingested water from well w/ PFOA detected? <input type="radio"/> Yes <input type="radio"/> No																								

Address (2)

City

State

ZIP Code

MM / YYYY to MM / YYYY
Start Month Year End Month Year

Ingested water from well w/ PFOA detected? Yes No

Address (3)

City

State

ZIP Code

MM / YYYY to MM / YYYY
Start Month Year End Month Year

Ingested water from well w/ PFOA detected? Yes No

Has your blood (or the blood of the person you represent) been tested for PFOA? Yes No

What was the PFOA blood serum level?

Submit a copy of your blood test (or the blood test of the person you represent), along with this Claim Form. If you do not have a copy of a blood test, but your blood was previously tested by the Vermont Department of Health (or another physician), please contact Wendy Radcliff, Esq., at wradcliff@langrock.com, or (802) 989-7834, for information on how to obtain a copy of your blood test results.

If you have not had your blood tested for PFOA, in order to be eligible you must take a blood test administered by the Medical Monitoring Program within the first 180 days of the Medical Monitoring Program. Failure to do so will render you ineligible to participate in the Medical Monitoring Program. For questions, please call Wendy Radcliff, Esq., at (802) 989-7834, or wradcliff@langrock.com.

If your residence(s) obtained drinking water from a privately owned well, please submit a copy of PFOA well-testing results with this Claim Form. (Note: If you do not have a document showing your well-testing results, you may call Wendy Radcliff, Esq., at (802) 989-7834, or wradcliff@langrock.com, for assistance.)

SECTION III: Release and Warranties

THIS RELEASE IS NOT EFFECTIVE UNLESS AND UNTIL YOU ARE DEEMED ELIGIBLE FOR CLASS BENEFITS.

The Class Member (or Representative) hereby acknowledges that he, she or it has read and agrees to be bound by the terms of the Release (set forth below), the definition of Released Claims, the Exclusive Remedy, Covenant Not to Sue, Waiver of Statutory Rights, and all other provisions of the Class Settlement Agreement, including in Section V.8 (Dismissal, Release, and Related Provisions).

The Class Member (or Representative) hereby warrants and represents that he, she or it is, to the best of their belief, a Class Member (or a parent or legal guardian of a minor less than 18 years of age who is a Class Member, or the legal representative appointed to represent (i) the Estate of a deceased Class Member, or (ii) an incompetent Class Member) in one or both of the classes as defined in the Settlement Agreement and Notices, and that the Claimant believes that he, she or it is eligible to receive a distribution from the Property Class Settlement Fund under the terms and conditions of the Settlement Agreement and/or to participate in the Medical Monitoring Program.

The Class Member (or Representative) agrees to the release and covenant not to sue in conformity with the Settlement Agreement in order to, in an individual or representative capacity, receive the Class Member's share of the Property Class Settlement Fund and/or to participate in the Medical Monitoring Program.

The Class Member (or Representative) agrees that the submission of this Claim Form constitutes a full release of and covenant not to sue on the Released Claims against the Released Parties¹ as set forth in the Settlement Agreement (and below).

The Class Member (or Representative) hereby warrants and represents that he, she or it has not yet assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any right of action or claim released pursuant to this release or any other part or portion thereof.

¹ "Released Parties" means Saint-Gobain and its current, former, and future direct and indirect parents, subsidiaries, divisions, affiliates, affiliated business entities, joint ventures, successors, predecessors, including without limitation, Chemfab Corp., and any entity identified

Release. Upon the Effective Date, the Releasing Parties² shall have expressly, intentionally, voluntarily, fully, finally, irrevocably, and forever released, relinquished, waived, compromised, settled, and discharged the Released Parties 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—that were or could have been asserted in this 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 this 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 Bennington or North Bennington; (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) for 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 (vi) based on PFAS (including PFOA) in the blood or tissue of any class member (the “Released Claims”); provided, however, that the “Released Claims” do not include any personal injury claims and the classes certified by the Court specifically exclude personal injury claimants.

Covenant Not To Sue: In exchange for accepting the relief stated herein, Class Members individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an arbitration, or a proceeding before any state or federal court), any cause of action, demand, or claims stating or involving the Released Claims against the Released Parties.

SECTION IV: Class Member or Class Member’s Representative Signature

I declare under penalty of perjury that the information provided in this Claim Form is true and accurate to the best of my knowledge. I understand that the Property Settlement Administrator and/or Medical Monitoring Program Administrator may need to verify some of the information that I have submitted.

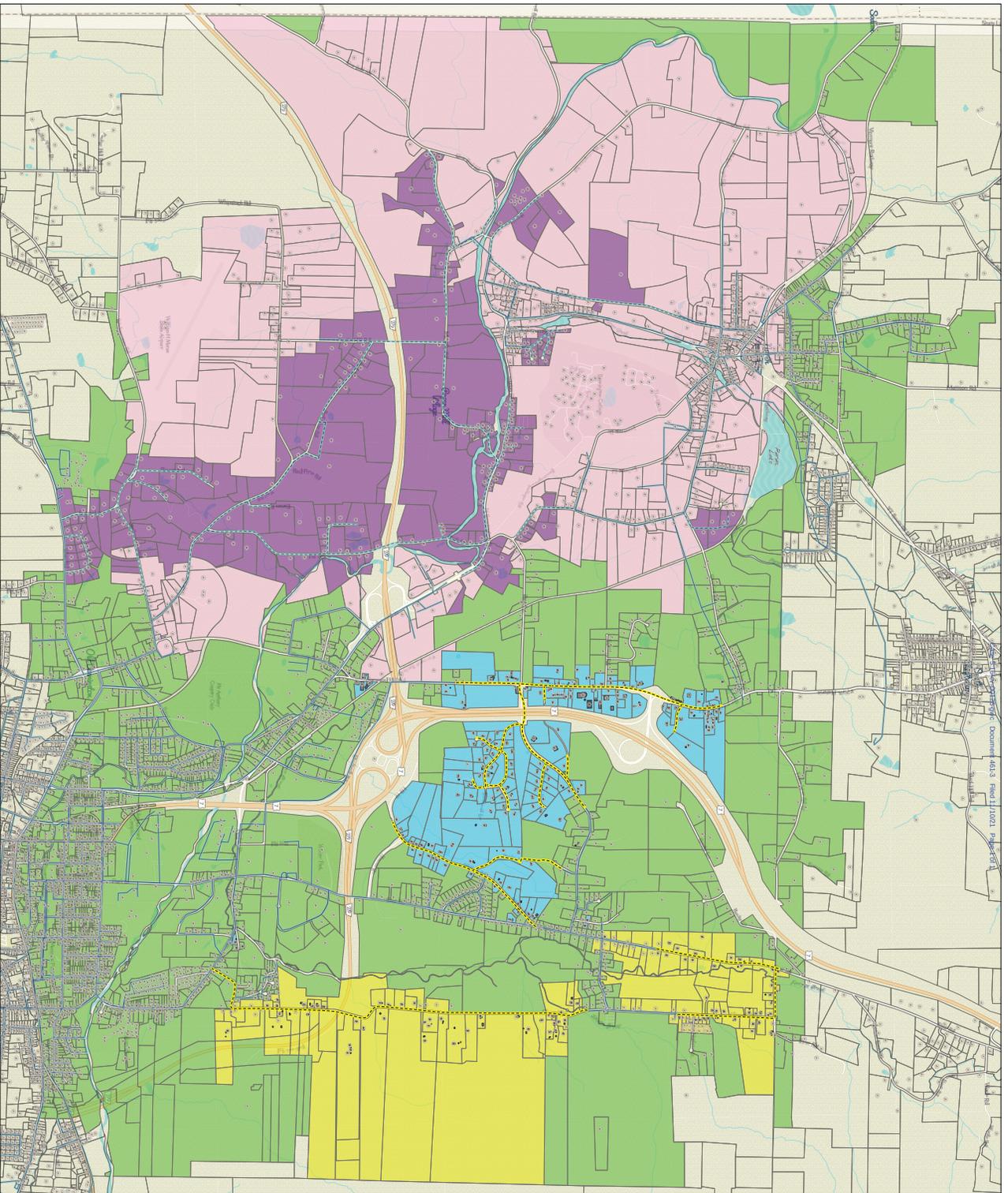
Signature: _____ Dated (mm/dd/yyyy): _____

Print Name: _____

For additional information or assistance in completing this Claim Form, please contact the Property Settlement Administrator, by calling 866-726-3778 or by email at info@benningtonvtclassaction.com, or the Medical Monitoring Administrator, Ed Gentle, at egentle@gstandslaw.com.

as a predecessor to Saint-Gobain in the Third Amended Complaint and/or for which the Third Amended Complaint alleges that Saint-Gobain 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.

2 “Releasing Parties” means the Plaintiffs and all members of the Exposure Class and the Property Class and any Person or entity with the right, capacity, or obligation to assert any claim by, on behalf of, for the benefit of, or derived from any alleged damage or injury to the members of the Exposure Class and/or the Property Class, including without limitation any guardians, next friends, trusts, corporate parents, subsidiaries, divisions, affiliates, affiliated business entities, predecessors, successors, and all of their current or former agents, employees, officers, directors, partners, shareholders, owners, members, promoters, representatives, trustees, executors, heirs, 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.



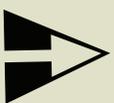
**FINAL
CORRECTIVE ACTION
AND
OPERABLE UNIT AREAS**



LEGEND

- Waterlines**
- Status
 - Existing
 - Added 2/7/2018
 - Proposed Waterlines
- Structures**
- g11 Site location
 - Building Footprints
- Parcels**
- Force boundary
 - OU Boundary (March 28, 2019)
 - OUA - Waterlines Connected for Corrective Action
 - CAAL OUA - Includes Existing Connections AND Parcels Without Connections
 - CAAL OUA - Proposed Working Connections
 - CAAL OUA - Proposed Working Connections AND Parcels Without Connections
 - Outside CA Boundary

**APPENDIX B
2**



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