

See Attached Service List

**Re: The Town of Whitestown
Request for Exclusion from 3M Settlement Agreement
United States for the District of South Carolina
Charleston Division
MDL Docket Number 2:18-mn-02873-RMG**

To: Notice Administrator, Special Master, Claims Administrator, 3M's Counsel, and Class Counsel

Pursuant to Section 8.5 of the 3M Class Action Settlement Agreement, the Town of Whitestown ("Whitestown") issues this Request for Exclusion from the Settlement (as defined in Section 2.63) and the Settlement Agreement (as defined in Section 2.64) to the Notice Administrator, the Special Master, the Claims Administrator, 3M's Counsel, and Class Counsel. Pursuant to Section 8.5.1 of the Settlement Agreement, [Party] provides the following information:

8.5.1.1: Affidavit or other proof of the Eligible Claimant's standing

- Whitestown has provided an affidavit (Exhibit A) proving its standing as an Eligible Claimant.

8.5.1.2: Filer's name, address, telephone and facsimile numbers, and email address

The filers are Whitestown and its legal counsel:

- Danny Powers
Deputy Town Manager of Public Works
Town of Whitestown
6210 Veterans Drive
Whitestown, IN 46075
Tel.: 317-732-4326
Fax: 317-769-0906
Email: dpowers@whitestown.in.gov

- Michael Chambers/Bradley Sugarman
Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Phone – (317) 684-5160
Facsimile – (317) 223-0160
mchambers@boselaw.com
bsugarman@boselaw.com

8.5.1.3: Eligible Claimant's name, address, telephone and facsimile numbers, and email address

- Town of Whitestown, Indiana
Whitestown Water Works
C/O Danny Powers, Deputy Town Manager of Public Works
6210 Veterans Drive
Whitestown, IN 46075
Tel.: 317-732-4326
Fax: 317-769-0906
Email: dpowers@whitestown.in.gov

8.5.1.4: Received by the court no later than the Court-approved date designated for such purpose in the Notice.

- The Notice date under the Settlement Agreement and as provided in a letter to Whitestown is December 11.

Therefore, Whitestown has provided all information necessary for a Request for Exclusion from the Settlement and Settlement Agreement and elects to Opt-Out of the Settlement and Settlement Agreement pursuant to Section 8.5 of the Settlement Agreement.

I certify under the penalty of perjury that I have been legally authorized to exclude the Town of Whitestown from the Settlement.

Signature

Date

Printed Name

Exhibit A:

Affidavit of Eligible Claimant's Standing

1. I am over the age of eighteen and have personal knowledge of the facts stated herein.

2. I am Deputy Town Manager of Public Works for the Town of Whitestown and have worked for Whitestown for years.

3. Under the Settlement Agreement, an Eligible Claimant is “an Active Public Water System that qualifies as a member of the Settlement Class.”

4. [Party] is an “Active Public Water System” as defined by the 3M Settlement Agreement.

5. The Settlement Agreement defines “Active Public Water System” as “a Public Water System whose activity-status field in the SDWIS states that the system is ‘Active’”

6. The Settlement Agreement defines Public Water System as “a system for the provision of the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service connection or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year, consistent with the use of that term in the Safe Drinking Water Act.”

7. Whitestown meets the definition of Public Water System as it is a system for the provision of the public for human consumption through pipes or other constructed conveyances if such system has at least fifteen (15) service

connections or regularly serves an average of at least twenty-five (25) individuals daily at least sixty (60) days out of the year.

8. Whitestown is an Active Public Water System as it is Public Water System whose activity-status field in the SDWIS states that the system is 'Active.'" (Printout from Safe Drinking Water Information System (SDWIS) showing Active status for Party attached as Exhibit B).

9. Under the Settlement Agreement, an Eligible Claimant can be either a Phase One Eligible Claimant or Phase Two Eligible Claimant.

10. Whitestown is a Phase One Eligible Claimant.

11. Under the Settlement Agreement, a "Phase One Eligible Claimant" is "an Eligible Claimant with one or more impacted Water Sources as of the Settlement Date."

12. The Settlement Agreement defines "Impacted Water Source" as "a Water Source that has a Qualifying Test Result showing a Measurable Concentration of PFAS."

13. The Settlement Agreement defines "Measurable Concentration" as "the lower of a concentration equal to or greater than the limit of detection of the analytical method used (regardless of whether that limit is higher than, lower than, or equal to any limit established for any purpose by federal or state law) or one part per trillion (one nanogram per liter)."

14. Whitestown has a Water Source with a Qualifying Test Result showing a Measurable Concentration of PFAS as these terms are used in the Settlement Agreement.

15. Whitestown, therefore, is an Active Public Water Supply System and Phase One Eligible Claimant as defined by the Settlement Agreement.

16. Whitestown also received notice from 3M that it was an Eligible Claimant under the Settlement Agreement.

17. However, Whitestown has elected to opt-out of the Settlement and Settlement Agreement under Section 8.5 of the Settlement Agreement and has authorized its outside counsel, Bose McKinney & Evans LLP, to serve the Request for Exclusion on the Notice Administrator, the Special Master, the Claims Administrator, 3M's Counsel, and Class Counsel.

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I SWEAR, UNDER THE PENALTIES OF PERJURY, THAT THE FOREGOING ARE TRUE.

Signature

Date

Printed Name