

**See Attached Service List**

**Re: Town of Whitestown  
Request for Exclusion from Settlement with  
Chemours/DuPont/Corteva  
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, Settling Defendants' Counsel, and Class Counsel

Pursuant to Section 9.7 of the Class Action Settlement Agreement involving The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EDIP, Inc. (the "Settling Defendants"), the Town of Whitestown ("Whitestown") issues this Request for Exclusion from the Settlement (as defined in Section 2.48) and the Settlement Agreement (as defined in Section 2.49) to the Notice Administrator, Settling Defendants, Class Representatives, and Class Counsel. Pursuant to Section 9.7.1 of the Settlement Agreement, Whitestown provides the following information:

9.7.1.1: Affidavit or other proof of the standing of the Person requesting exclusion and why they would be a Settlement Class Member absent the Request for Exclusion.

- Whitestown has provided an affidavit (Exhibit A) proving its standing and why it would be a Settlement Class Member absent the Request for Exclusion.

9.7.1.2: 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](mailto: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](mailto:mchambers@boselaw.com)  
[bsugarman@boselaw.com](mailto:bsugarman@boselaw.com)

9.7.1.3: Name, address, telephone number, and email address of the Person whose exclusion is requested.

- 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](mailto:dpowers@whitestown.in.gov)

9.7.1.4: Received by the Notice Administrator no later than the 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 4. This Request for Exclusion was timely provided to the Notice Administrator on or before this deadline.

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 9.7.1 of the Settlement Agreement.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**Exhibit A:**  
**Affidavit of 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.

3. I understand The Chemours Company, The Chemours Company FC, LLC, DuPont de Nemours, Inc., Corteva, Inc. and E.I. DuPont de Nemours and Company n/k/a EDIP, Inc. (the “Settling Defendants”) entered into a Class Action Settlement Agreement pertaining to Public Water Systems (“Settlement Agreement”) in the United States District Court for the District of South Carolina Charleston Division, Docket No. MDL No. 2:18-mn-2873.

4. The Settlement Agreement defines “Settlement Class Member” as “any Public Water System or Entity that is a member of the Settlement Class; provided, however, that the term Settlement Class Member does not include any Public Water System or Entity that would otherwise be a Settlement Class Member but files and serves a timely and valid Request for Exclusion pursuant to Paragraph 9.7 of this Settlement Agreement.”

5. The Settlement Agreement defines Public Water System as “a system for the provision to 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.”

6. Whitestown operates a Public Water System as it a system for the provision to 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.

7. Under the Settlement Agreement, the Settlement Class includes: “All Public Water Systems in the United States of America that draw or otherwise collect from any Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain any PFAS at any level.”

8. Whitestown operates a Public Water System in the United States of America that draws or otherwise collects from a Water Source that, on or before the Settlement Date, was tested or otherwise analyzed for PFAS and found to contain PFAS.

9. Therefore, Whitestown would be a Settlement Class Member absent its Request for Exclusion.

10. Whitestown also received notice from Settling Defendants on or about September 5, 2023, that it was an an eligible Settlement Class Member under the Settlement Agreement.

11. However, Whitestown has elected to opt-out of the Settlement and Settlement Agreement under Section 9.7 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.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name