



LEVIN PAPANTONIO

PROCTOR | BUCHANAN | O'BRIEN
BARR | MOUGEY | P.A.

July 19, 2025

VIA EMAIL: tara.ladd@nashville.gov

Tara Ladd, Esq.
City of Nashville, Metro Water Services
1600 2nd Avenue North
Nashville, TN 37208

**Re: Your Public Water System Settlement
*3M PWS Settlement Disbursement***

Dear Ms. Ladd,

We are happy to provide this correspondence to advise you that you are available and cleared to receive a wire transfer (or check if you prefer) in the amount of **\$644,832.60** payable to you as a result of your Public Water System's settlement against settling defendant, the 3M Company ("3M") (your "3M July 25 Payment"). **Please read this correspondence carefully, and please return the Payment Form enclosed as Attachment A as soon as possible.**

As you are aware, 3M agreed to settle water provider claims on a class-wide basis (the "3M PWS Settlement"). The above-referenced award payment is a Phase One Action Fund claim payment and represents a partial payment of your allocated award from this defendant.

Your Phase One Action Fund award is the result of evaluation by the Claims Administrator and was also subject to review by the Special Master. Claims submissions were assessed and assigned Adjusted Base Score ("ABS") points in accordance with the governing Master Settlement Agreement with 3M and the Allocation Procedures outlined therein. ABS points are a function of adjusted flow rates and PFAS contamination levels. ABS points were then translated to dollar figures by dividing the total settlement funds available for disbursement by the total number of ABS points assigned across all claimants with an allocated award within the Phase One Action Fund.

As you may also recall, the 3M PWS Settlement pays out in installments over time, as described in more detail in 3M's Payment Schedule (*see* AFFF MDL Case No. 2:18-mn-2873, Dkt. No 3620-10). Therefore not all settlement funds are available for disbursement yet, and ABS points have an assigned dollar value at this time that may increase over time, with additional payment forthcoming. Additionally, the available settlement funds include net interest earned on the Qualified Settlement Fund ("QSF") to date, but reflects deduction of class-wide costs, as follows:

- Settlement notice and administration costs, both of which are subject to ongoing fluctuation;

- 8% Class Fee and Class Costs as were awarded by the Court (*see* AFFF MDL Case No. 2:18-mn-2873, Dkt. No. 4855);
- Private non-class settlements, which are confidential.

Lastly, there is a temporary holdback in place – a total of 10% of the available settlement funds – to account for potential adjustments needed to effectuate the terms of the Settlement Agreement.

A detailed breakdown of the funds that are available to you now and the disbursement plan is below:

Disbursement Plan for Funds Available from 3M PWS Settlement:

Your 3M Phase One Action Fund claim was allocated a total of **38,869,734.9748** ABS points. The value per point for this current disbursement is \$0.02 per point, meaning the current gross value of your disburseable 3M Phase One Action Fund award is **\$777,394.70** (“3M July 25 Gross”), which figure already reflects the class-wide deductions discussed above.

This 3M July 25 Gross is then subject to deduction of costs and attorneys’ fees.¹ Client-specific costs are those costs expended on work specific to a given client, while shared costs are those expended on general litigation work that benefited all of our clients. Both client-specific costs as well as general shared costs incurred to date are detailed in Attachments B and C; however, at this time and given that your 3M July 25 payment represents only a partial payment of your anticipated allocated Phase One Action Fund award, ***only*** client-specific costs are being deducted. Your share of general shared costs will be deducted at a later date from a subsequent disbursement.

Attorneys’ fees are ultimately owed based on the total gross recovery. Your 3M July 25 Payment represents only a partial payment and we anticipate the full and final award will be calculated in the next few months. For this reason, we will be taking partial attorneys’ fees now, as calculated off your 3M July 25 Gross, with the balance of total attorneys’ fees owed paid as the subsequent Phase One infrastructure payments are made over the next few months. This is consistent with the 3M PWS Settlement Agreement (*see* Payment Schedule, attached at D; *see also* Order granting Class Fee and Class Costs, AFFF MDL Case No. 2:18-mn-2873, Dkt. No. 4855). Attorneys’ fees due on any additional awards – e.g., a disbursement of the holdback, or from the Special Needs or Supplemental Funds – will be taken from those awards.

Deduction of client-specific costs for your case/claim and a proportional portion of the attorneys’ fees resulted in your 3M July 25 Payment in the amount of **\$644,832.60**. This is the amount that will be paid to you by wire (or check) in accordance with the instructions you provide in the Payment Form, which we encourage you to return ASAP by:

Uploading it to <https://www.dropbox.com/request/EdmwGAnumdnw8RgJnAzR> or
Emailing it to Payment-Form@Douglasandlondon.com

¹ As indicated in the Order granting Class Counsel’s Motion for Costs and Attorneys’ Fees, Dkt. No. 4885, and because the 8% Class Fee has already been deducted from the total available settlement funds, private fee agreement attorney fee percentages were reduced by 8%.

The following reflects the calculation of your 3M July 25 Payment:

	Description	Total
A	3M July 25 Gross award	\$777,394.70
B	Attorneys' LSA fee agreement	25%
C	Class Fee reduction (B - 8%)	17%
D	Currently available attorneys' fee (A * C)	\$132,157.10
E	Client-specific costs ²	\$405.00
F	Client share of general costs ³	To be deducted from subsequent disbursements
G	3M July 25 Payment (A – D – E)	\$644,832.60

There is a holdback in place in the amount of 10% of all available settlement funds. As discussed above, the available settlement funds are a result of calculations that deducted notice and administration costs and the confidential non-class private settlements, but included the net interest (which is subject to fluctuation). As the holdback dollars are released on a pro rata basis to qualifying claimants, the dollar-per-ABS-point value will adjust proportionally. Additional payments from the 3M Phase One Action Fund are anticipated as the holdback is released, and then additional disbursements to follow as 3M continues to pay settlement funds into the 3M PWS QSF in accordance with its Payment Schedule, attached hereto as D.

While there are no guarantees, and this correspondence should not be read to confirm the amount or timing of any subsequent payment, since each is subject to change, it is nonetheless anticipated that the final dollar-per-ABS-point value for the 3M Phase One Action Fund will be \$0.10.

The below represents the anticipated disbursements over time for your 3M Phase One Action Fund award:

3M Phase One Action Fund ABS points = 38,869,734.9748

	Dollar per ABS point value	July 25 Gross award value
July 25 Gross award	\$0.0200	\$777,394.70
Anticipated gross award value over time		
Q2-Q3 2025	\$0.0456	\$1,772,459.91
Q2 2026	\$0.0064	\$248,766.30
Q2 2027	\$0.0048	\$186,574.73
Q2 2028	\$0.0056	\$217,670.52
Q2 2029	\$0.0050	\$194,348.67

² Attached here as B. Should you wish to discuss any client-specific costs outlined herein, please contact us immediately by reaching out to any of the counsel listed in the Contact section, below.

³ Attached here as C. Although client's share of general costs will be deducted from subsequent disbursements rather than now, these costs are being disclosed now, and should you have any questions or wish to discuss any general shared costs, please contact us immediately.

Q2 2030	\$0.0034	\$132,157.10
Q2 2031	\$0.0034	\$132,157.10
Q2 2032	\$0.0030	\$116,609.20
Q2 2033	\$0.0028	\$108,835.26

Kindly review this correspondence and its attachments carefully. In order to proceed with disbursement, we will need you to return the Payment Form ASAP to Payment-Form@Douglasandlondon.com . **Please note that return of a completed Payment Form will constitute confirmation of the costs and fees detailed herein.** Should you wish to discuss any details of the PWS Settlements or these awards, please contact us immediately. Please find all relevant contact information for the counsel that jointly represent you in this matter (the “Firms”)⁴ below:

DOUGLAS & LONDON, P.C.⁵
Michael A. London
Philippa Ratzki
One State Street, 35th Floor
New York, NY 10004
212-566-7500
212-566-7501 (fax)
mlondon@douglasandlondon.com
pratzki@douglasandlondon.com

LAW OFFICE OF KEVIN MADONNA PLLC
Kevin Madonna
48 Dewitt Mills Road
Hurley, NY 12443
845-332-6413
kmadonna@kennedymadonna.com


SL ENVIRONMENTAL LAW GROUP, PC
Ken Sansone
Elizabeth Shelly
175 Chestnut Street
San Francisco, CA 94133
415-348-8300
ksansone@slenvironment.com
eshelly@slenvironment.com

⁴ The Firms are sharing in the legal fee as follows: Douglas & London (23.856%); Kevin Madonna (6.424%); Levin Papantonio (23.856%); SL Environmental Law Group, PC (25.864%); and Neal & Harwell, PLC (20%).

⁵ Please note that in accordance with an agreement between the Firms for the efficient management of the payment program, Douglas & London (“D&L”) will receive all 3M July 25 Gross awards from the 3M PWS QSF into a QSF that D&L establishes (the “Firms QSF”). Your 3M July 25 Payment will be issued from the Firms QSF. The Firms QSF will also issue payment to the Firms for their reimbursable costs deducted from your 3M July 25 Gross, as well as their share of attorneys’ fees. Should you have questions about payment distribution or need to discuss your wire transfer or check instructions, please contact D&L.

LEVIN, PAPANTONIO,
RAFFERTY, PROCTOR,
BUCHANAN, O'BRIEN,
BARR, MOUGEY, P.A.
Ned McWilliams
Wes Bowden
316 S. Baylen Street, Suite 600
Pensacola, FL 32502
850-435-7186
nmcwilliams@levinlaw.com
wbowden@levinlaw.com

Sincerely,

A handwritten signature in black ink, appearing to be 'WB' followed by a long horizontal stroke.

Wes Bowden

CC: Douglas & London (via email to pratzki@douglasandlondon.com)

Attachment A
Payment Form

Nashville, TN
PWSID: TN0000494
Claims portal #: 3019

Please note that return of this form will constitute consent as to the costs detailed in this correspondence.

Should you have anything to discuss, including any potential issues with respect to costs,
please contact us immediately.

Should you wish to discuss payment instructions specifically, please contact Douglas & London
by emailing: mlondon@douglasandlondon.com; pratzki@douglasandlondon.com

Payment method

I wish to receive award payment via (check one): _____ Wire transfer _____ Mailed check _____

Wire transfer

- Account name:
- Client address (as affiliated with account):
- Bank name:
- Bank address:
- Account number:
- ABA (routing) number:

Mailed check

Make check out to payee: _____

Please mail check to: _____

Signature of authorized representative
Name:

PLEASE RETURN THIS FORM ASAP TO
<https://www.dropbox.com/request/EdmwGAnumdnw8RgJnAzR>
OR BY EMAIL TO Payment-Form@Douglasandlondon.com

Attachment B
Client-specific costs

Date	Item costs	Category	Item/vendor/internal firm notation
3/5/2024	\$405.00	Filing fee	Filing Fee Reimbursement
Total	\$405.00		

Attachment C
Client Share of General Costs

******NOTE!!!!******
THESE ARE BEING DISCLOSED BUT WERE NOT DEDUCTED
FROM YOUR CURRENT DISBURSEMENT.

Client's share of general costs will be deducted from subsequent disbursements.

General & shared expense	Category	Amount	Client's share
Consortium Settlement	Environmental Health & Engineering, Inc	\$2,044,641.18	TBD
	Mail/delivery	\$245.42	TBD
General costs (all payees)	Legal research	\$2,763.02	TBD
	Total	\$2,047,649.62	TBD

Attachment D

Exhibit K to 3M MSA

EXHIBIT K
Payment Schedule

This Payment Schedule should be read in conjunction with the Settlement Agreement, including its other Exhibits, which explains the terms, conditions, and, where necessary, underlying calculations for payments described herein. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement.

The following Table presents payment amounts for Phase One Qualifying Class Members and for the Phase Two Testing Fund, as well as for other payments for the Phase Two Qualifying Class Members if either the Phase Two Floor or the Phase Two Cap is applied. If neither the Phase Two Floor nor the Phase Two Cap is applied, each Phase Two payment reflecting infrastructure costs or operations and maintenance (“O&M”) costs would fall between the figures in the same row in the two right-most columns of the Table.

Earliest Possible Payment Date	Purpose	Amount with Phase Two <u>Floor</u> (before adjusting for Stuart and Rome)	Amount with Phase Two <u>Cap</u> (before adjusting for Stuart and Rome)
July 1, 2024	50% of Phase Two Testing Fund 67% of Phase One infrastructure	52,500,000 2,763,750,000	52,500,000 2,763,750,000
April 15, 2025	50% of Phase Two Testing Fund 33% of Phase One infrastructure 14% of Phase One O&M	52,500,000 1,361,250,000 385,000,000	52,500,000 1,361,250,000 385,000,000
April 15, 2026	16% of Phase One O&M	440,000,000	440,000,000
April 15, 2027	12% of Phase One O&M 70% of Phase Two infrastructure	330,000,000 1,478,400,000	330,000,000 2,318,400,000
April 15, 2028	14% of Phase One O&M 30% of Phase Two infrastructure 12% of Phase Two O&M	385,000,000 633,600,000 168,960,000	385,000,000 993,600,000 264,960,000
April 15, 2029	12.5% of Phase One O&M 13% of Phase Two O&M	343,750,000 183,040,000	343,750,000 287,040,000
April 15, 2030	8.5% of Phase One O&M 15% of Phase Two O&M	233,750,000 211,200,000	233,750,000 331,200,000
April 15, 2031	8.5% of Phase One O&M 15% of Phase Two O&M	233,750,000 211,200,000	233,750,000 331,200,000
April 15, 2032	7.5% of Phase One O&M 13% of Phase Two O&M	206,250,000 183,040,000	206,250,000 287,040,000
April 15, 2033	7% of Phase One O&M 8% of Phase Two O&M	192,500,000 112,640,000	192,500,000 176,640,000
April 15, 2034	8% of Phase Two O&M	112,640,000	176,640,000
April 15, 2035	8% of Phase Two O&M	112,640,000	176,640,000
April 15, 2036	8% of Phase Two O&M	112,640,000	176,640,000
TOTAL	100% of Phases One and Two	\$ 10,500,000,000	\$ 12,500,000,000

Payment Dates

- Each date in the Table reflects the earliest possible payment date for each payment from 3M, subject to the following constraints.
- No payment from 3M under the Settlement Agreement is due before sixty (60) calendar days after the Effective Date, except for a payment or payments of up to \$5,000,000 to cover costs incurred by the Notice Administrator and costs of executing the Notice Plan, which shall be made within twenty-one (21) calendar days after Preliminary Approval, which amount is separate from and not included within the \$10,500,000,000 floor or the \$12,500,000,000 cap.
- 3M may pay any payment that is due in 2025 or thereafter up to ninety (90) calendar days after its due date, so long as 3M adds interest to the payment, calculated at the Wall Street Journal Prime Rate plus eight percent (8%) for the period from the due date to the date the payment is made. However, it is agreed that only two (2) of these twelve (12) annual payments may be delayed. In the event that 3M intends to make a delayed payment, 3M shall give Class Counsel written notice of this intent by certified mail and email at least thirty (30) days before the payment is due. If 3M elects to delay a payment under this provision, it shall provide a solvency certificate to Class Counsel (which may be satisfied by a solvency opinion by a nationally recognized valuation firm) at the time of such notice. The solvency certificate shall include (or if need be, have appended to it) representations by 3M that the failure to timely make the payment will not negatively impact the solvency of 3M, that 3M does not intend to declare bankruptcy prior to making the payment, and that 3M will remain solvent after making the payment. If 3M does not provide the thirty (30) days' notice and the solvency certificate in conjunction with such notice, it shall pay a liquidated penalty of \$10 million to the Qualified Settlement Fund at the time 3M makes the delayed payment.

Maximum Total Payment

- Other than interest for any payment made up to ninety (90) days after its due date, and up to \$5,000,000 to cover costs incurred by the Notice Administrator and costs of executing the Notice Plan, 3M shall not pay pursuant to this Settlement Agreement more than \$12,500,000,000; or, if the Phase Two Floor is applied, more than \$10,500,000,000; or if neither the Phase Two Floor nor the Phase Two Cap is applied, an amount between \$10,500,000,000 and \$12,500,000,000 calculated as described in Section 6 of the Settlement Agreement and this Payment Schedule.
- Included within 3M's total payment amount of \$10,500,000,000 to \$12,500,000,000 are all costs incurred by the Special Master, the Claims Administrator, the Escrow Agent, and their agents; the Common-Benefit Holdback Assessments, whether for attorneys' fees, costs, or otherwise; all attorneys' fees, costs, and expenses; the full amount of 3M's settlement with the City of Stuart, Florida; and the full amount of 3M's credit for the amount that the Public Water System for the City of Rome, Georgia, would have received as a Phase One Qualifying Class Member under the Allocation Procedures described in Exhibit Q.

Calculation of Phase Two Payments

- Phase Two payments will be subject to a Phase Two Floor of \$3,625,000,000 and a Phase Two Cap of \$5,625,000,000, as shown in the Table.
- The Claims Administrator, subject to the Special Master’s review, will calculate the amount that each Phase Two Qualifying Class Member would have received if it had been a Phase One Qualifying Class Member. If, as a result of those calculations, total Phase Two-related payments (including for the Phase Two Testing Fund) would be—
 - \$3,625,000,000 or less, the Phase Two Floor of \$3,625,000,000 will apply;
 - \$5,625,000,000 or more, the Phase Two Cap of \$5,625,000,000 will apply; and
 - between \$3,625,000,000 and \$5,625,000,000, that exact amount, rather than the Phase Two Floor or the Phase Two Cap, will apply, and each Phase Two infrastructure and Phase Two O&M amount designated in the Table would be proportionately adjusted to reflect that exact amount.
- If either the Phase Two Floor or the Phase Two Cap is applied, the Claims Administrator, with the Special Master’s approval, may shift from Phase One to Phase Two, or from Phase Two to Phase One, portions of the amounts designated in the Table as payments in 2029 or later, if necessary to promote equity between Phase One Qualifying Class Members and Phase Two Qualifying Class Members. Any such shift shall not alter the size or timing of any payment that 3M owes under this Settlement Agreement.

Use of Funds by Class Members

- Funds designated in the Table for the Phase Two Testing Fund may be used before January 1, 2026, solely for monitoring and/or testing water for PFAS. Any funds remaining in the Phase Two Testing Fund on July 1, 2026, will be transferred to the Phase Two Action Fund and then can be used for purposes other than monitoring and testing water.
- Sixty percent (60%) of the payments designated for Phase One and of the payments designated for Phase Two (other than for testing) are designated in the Table for infrastructure costs; the remaining forty percent (40%) are designated in the Table for “O&M,” or operations and maintenance costs.
- Payments designated in the Table for infrastructure reflect expected infrastructure costs but are not restricted to infrastructure.
- Payments designated in the Table for O&M reflect expected operations and maintenance costs but are not restricted to operations and maintenance.
- Payments designated in the Table for “infrastructure” or “O&M” will be made to Qualifying Class Members from the Phase One and Phase Two Action, Supplemental, and/or Special Needs Funds, consistent with the Settlement Agreement and its Allocation Procedures.

Attorneys' Fees and Costs

- Class Counsel and 3M's Counsel will cooperate to ensure that attorneys' fees and costs related to Phase One shall be fully paid from the payments designated in the Table as "Phase One infrastructure" and that attorneys' fees and costs related to Phase Two shall be fully paid from the payments designated in the Table as "Phase Two infrastructure."

Trial-Related Payments

- The City of Stuart, Florida, and 3M will enter into a separate settlement agreement for a previously agreed-to sum (the "Stuart settlement amount"). However, the City of Stuart, being a putative Class Member, will remain in the Settlement Class and be allocated its share of the Settlement Funds.
- The following terms will be included in the City of Stuart's settlement agreement:
 - 3M will pay the City of Stuart 52.632% of the Stuart settlement amount within 30 days after executing the settlement agreement with the City, which is contemplated to be executed no later than June 26, 2023; and
 - 3M will pay the City of Stuart 47.368% of the Stuart settlement amount by July 1, 2024.
- 3M shall receive credits totaling the same amount as the Stuart settlement amount for the Stuart settlement against amounts due under the Settlement Agreement as follows:
 - The total amount designated in the Table for Phase One infrastructure costs and Phase One O&M costs shall be reduced by the amount that the Public Water System for the City of Stuart would have received as a Phase One Qualifying Class Member.
 - The total amount designated in the Table for Phase Two infrastructure costs and Phase Two O&M costs shall be reduced by an amount equal to the difference between the Stuart settlement amount and the amount described in the previous sentence.
- The precise timing of the credits described above shall be determined by Class Counsel, so long as they exercise their discretion to make that determination in good faith and consistent with the way payments are allocated to Phase One Qualifying Class Members.
- The City of Rome, Georgia, and 3M are entering into a separate settlement agreement. The City of Rome will not be a Class Member.
- 3M shall receive a credit against amounts due under the Settlement Agreement for a portion of the Rome settlement amount. The total amount designated in the Table for Phase One infrastructure costs and Phase One O&M costs shall be reduced by the amount that the Public Water System for the City of Rome would have received as a Phase One Qualifying Class Member.

- The precise timing of the credit shall be determined by 3M, so long as it exercises its discretion to make that determination in good faith and consistent with the way payments are allocated to Phase One Qualifying Class Members.
- 3M's settlement with the City of Rome shall not affect the amounts designated in the Table for Phase Two costs.